

LEASE AGREEMENT FOR COSTAL BENDER

State of Texas §

Know All By These Presents:

County of Nueces §

This short term Lease Agreement (“**Lease Agreement**”) between the City of Corpus Christi, a Texas home-rule municipal corporation (“**City**”), acting through its duly designated **City Manager**, and SMG Holdings, LLC, dba SMG Management Inc., a Delaware limited liability company, acting through its duly designated agent, is in consideration of the covenants contained herein.

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings.
 - A. **City** - means the City of Corpus Christi, a Texas home-rule municipality.
 - B. **City Attorney** - means the City of Corpus Christi’s City Attorney or designee.
 - C. **City Council** – means the City Council of the City of Corpus Christi, Texas.
 - D. **City Manager** - means the City of Corpus Christi’s City Manager, or the City Manager’s designee.
 - E. **City Secretary** – means the City of Corpus Christi’s City Secretary, or designee.
 - F. **Corpus Christi - Nueces County Health District** – means a joint entity between the City of Corpus Christi and Nueces County which provides health services to residents of both political subdivisions.
 - G. **Event** - means the Coastal Bender event and related activities sponsored by SMG, as described in **Exhibit A**. The **Event** dates are described in **Exhibit B**.
 - H. **Fire Chief** – means the Chief of the City of Corpus Christi’s Fire Department, or designee.
 - I. **Lease Agreement** – means this document, as approved by the City Council and executed by the City Manager.
 - J. **Parks Director** - means the Director of the City of Corpus Christi’s Parks & Recreation Department, or designee.
 - K. **Police Chief** - means the Chief of the City of Corpus Christi’s Police Department, or designee.
 - L. **Premises** - means the portion of Bayfront Park located along Shoreline Blvd. between Resaca Street and Fitzgerald Street; City streets bounded by Fitzgerald Street, N.

Water Street, Resaca Street, and Shoreline Blvd.; Barge Dock area, and other City property along Shoreline as depicted on **Exhibit C**.

M. Risk Manager - means the Director of the City of Corpus Christi's Risk Management Division, or designee.

N. SMG – means SMG Holdings, LLC, dba SMG Management, Inc., the independent contractor that manages the City's American Bank Center facility.

O. SMG's Agent - means a duly authorized representative of SMG.

P. Solid Waste Director – means the Director of the City of Corpus Christi's Solid Waste Operations Department.

Q. Street Director – means the Director of the City of Corpus Christi's Street Operations.

2. **TERM.** The Lease Agreement takes effect upon execution by the City Manager. SMG will be entitled to exclusive use of the Premises described below, for the periods identified on **Exhibit B**. The City Manager may authorize amendment to **Exhibit B**.
3. **PREMISES AND PERMITTED USES.** City grants to SMG the privilege of using the portions of Bayfront Park located along Shoreline Blvd. between Fitzgerald Street to Resaca Street through end of Shoreline Blvd. to conduct its Event. SMG agrees to contact the Art Museum of South Texas, the Port of Corpus Christi administrative offices, and the Federal courthouse to coordinate traffic plans around the Event locations.
4. **PREMISES REVISIONS.** Construction along Shoreline or other unforeseen circumstances may impact and change the Premises (**Exhibit C**) and other parts of this lease. If **Exhibit C** is revised, a new **Exhibit C** will be executed by the City Manager and SMG Agent and filed with the City Secretary and Parks Director, superseding the existing **Exhibit C**. The new **Exhibit C** becomes effective upon date of last signature.
5. **FINAL EVENT LAYOUT DIAGRAM.** SMG's Agent must provide the Parks Director a diagram explaining the final Event layout for all related activities as soon as practicable prior to the Event. Layout of the Event is subject to the approval of the Parks Director.
6. **PLANNING MEETINGS.** Prior to this year's Event, to the extent that meetings haven't occurred already, the Parks Director, Director of Street Operations and Police Chief will meet with SMG representatives to agree on City Services to be provided and discuss the costs of the City Services for the Event. In addition, the Premises will be reviewed with regard to the areas of set-up, parking, traffic control, barricades, traffic signs, security, fire lanes, and fencing to determine whether **Exhibit C** needs to be revised by the Parks Director and SMG. If revised, new **Exhibit C** will follow process in **§4 PREMISES REVISIONS**. SMG's Agent may request additional meetings.
7. **ADMISSION FEE.** SMG may charge an admission fee. Special Events connected with SMG may charge another fee to help defray the cost of entertainment.

8. SMG'S FINANCIAL OBLIGATIONS.

- A. **Permit Fees.** SMG must pay City all applicable City permit fees as established by City ordinance, including a \$50 application, a \$400 large event fee, and \$550 traffic engineering fee.
- B. **Costs of City Services.** Security at Event and traffic control at event: Police Department will be paid in accordance with separate existing agreement between SMG and the Police Department regarding use of Police services for events. There is no cost anticipated for other City departments beyond standard permit fees. If additional City services are required, SMG will contact the subject department and pay the reasonable cost of services required for use of the department's resources.

The City will invoice SMG for costs of all City services, including but not limited to, services provided for the Event by City Utilities Department, City Solid Waste Operations Department, City Parks and Recreation Department, and City Police Department, and City Fire Department within thirty (30) calendar days after the Event. The invoice will provide an itemized breakdown of the City charges for services rendered. Upon receipt of written request of SMG's Agent, the Parks Director will furnish reasonable supporting documentation of the charges within ten (10) calendar days. There will be no fee for rental of a portion of Bayfront Park.

- C. **Weather Considerations** If there is a hurricane or other weather activity, or event outside the control of the parties that eliminates the Event or that reduces attendance at the Event by more than 50% from SMG anticipated attendance levels, the City Manager is delegated the authority to adjust the billing of City's Costs.
- D. **Reimbursement for Damages to City Property.** During the course of the Event, damages may occur to **City Property**. This includes, but is not limited to, damages to the turf, landscaping, utility infrastructure, water and/irrigation lines and related equipment caused by acts or omissions of SMG, its employees, volunteers, invitees, vendors, contractors, or subcontractors. City will give SMG an opportunity to rectify these damages, prior to utilizing the Deposit and finally invoicing SMG for any additional cost of repair.

1. **Repairs to Premises.** Parks Director will provide SMG's Agent a Punchlist of damages to the City Property authorized for the Event, as defined in **§3 PREMISES AND PERMITTED USES**, within seven (7) days following the conclusion of the Event. SMG will have the opportunity to restore all items on the Punchlist to original condition within ten (10) days after receipt of the Punchlist. For any turf or sod damage, SMG must fill and compact all holes. If fill material is needed, it must be approved by Parks Director. If SMG fails to restore any items on the Punchlist, Parks Director may first utilize the Deposit to do so; then invoice SMG for any additional costs. Damages to City property will be billed at the City's cost of repair.

2. Repairs to other City Property. Within 30 days after the conclusion of the Event, the City will provide SMG's Agent an itemized invoice for cost of repairs and damages, if any, on any other City property for the Event. If Deposit is not utilized for repairs to the Premises, any balance will be applied to the itemized invoice amount for the Event. SMG will pay City's invoice for damages, within 30 days after City tenders the invoice to SMG's Agent, less any amount(s) SMG has disputed.

9. **GENERAL PERMITS.** SMG shall obtain necessary permits from City Departments, which may include those outlined below.

A. **Special Event Permit.** SMG will obtain a Special Event Permits from the Parks & Recreation Department for use of Park property and to authorize water services on Park property, as specified in the City Code of Ordinances. As part of the Special Event permit, a street closure process will govern any necessary street closures. SMG must provide the Street Director and Parks Director its site plan for the Event, application for the requested street closure, and proof of all affected property owners' approval of the proposed temporary street closure, in accordance with City Code of Ordinances. All temporary street closures on a temporary basis are subject to the requirements of City Code of Ordinances.

B. **Temporary Promotional Event Permit** SMG will obtain a Temporary Promotional Event Permit from Development Services in order to install electrical service for the Event if needed. Further, a Certificate of Occupancy, which involves inspections, must be completed by the proper inspector, to have all temporary services, such as, food, electrical, plumbing, tents, and structures, inspected. It is the responsibility of SMG to call each inspector for an appointment to inspect and get approval for each temporary service before the Event begins. SMG may obtain an Electrical Permit and Tent Permit in lieu of the Temporary Promotional Event Permit to satisfy this requirement.

C. **Vendor Permit.** SMG must ensure all mobile food units and temporary food service establishments comply with all requirements of the Corpus Christi-Nueces County Health District for the sale of foods and the protection of the public welfare. SMG shall be responsible for payment of all City Health Permit /Vendor and related fees. (For example, the Temporary Food Service Establishment Permit Fees established in City Code of Ordinances § 19-33.)

D. **Additional Permits.** SMG's Agent shall notify the Parks Director of any special conditions imposed by any permitting agency.

E. **Music and Movie Licenses.** SMG is solely responsible for obtaining licenses and permission from copyright owner(s) prior to the performance of music and display of movies at the Event.

10. ADDITIONAL PREMISES REQUIREMENTS

- A. **Barricades, Traffic Signs.** SMG must comply with the traffic control plan approved by City Traffic Engineer. Street access to Premises may not be blocked or partially blocked without detour signage and alternate street access. Event setup will not begin without the protection of traffic control devices.
- B. **Parking.** SMG will provide parking and signage for people with disabilities in close proximity to the entrances of the Event and its related activities
- C. **Signage and Advertising.** SMG's Agent may request inflatable advertising only for Events that receive national television exposure which must be pre-approved by the Parks Director prior to being installed. On all advertising for the Event, Lessee shall recognize City's contributions to the Event.
- D. **Rest Rooms, Drinking Water and First Aid.** SMG must provide adequate portable rest rooms, including restrooms for people with special needs, and drinking water for the public as determined by the Parks Director. A First Aid station must also be provided at each site throughout the duration of the Event and its related activities.
- E. **Fence.** SMG may provide temporary fence around Event areas, with gates for access, upon prior approval of the Parks Director. The fence will help improve security, crowd control, litter control, and keep bicycles, skateboards, animals, and personal coolers out of the Event area. ***Exhibit C*** may be revised to enlarge or decrease the fenced area in accordance with SMG's needs upon Parks Director's concurrence, as outlined in **§ 4, PREMISES REVISIONS**.
- F. **Construction.** The construction work for displays and stages must be conducted in accordance with City Building Codes and restrictions. Construction that causes damages will only be allowed if SMG provides the Parks Director prior written assurances that SMG will remedy said damages in accordance with **§8 SMGS FINANCIAL OBLIGATIONS** above and Parks Director approves the construction in writing.
- G. **Pavement, Curbs, Sidewalks, Seawall.** Any work which involves holes or other changes in any of the Premises including but not limited to, the pavement, curbs, sidewalks, or seawall, requires the prior written approval by City Director of Engineering, provided however, that no approval will be given if the work will require subsequent repairs by the City.
- H. **Permissible Vendor Location Markings.** No paint or semi-permanent markings will be permitted which in any way obliterate or deface any pavement markings or signs heretofore existing for the guidance of motor vehicles or pedestrians. Chalk markings may be used to pre-mark locations on the sidewalk or street. (Painted markings of any type will only be permitted in grassy areas).

- 11. **CLEAN UP.** SMG is responsible for trash pickup at the Event. SMG must require all food and beverage vendors to clean a designated zone adjacent to their respective

booths at regularly scheduled intervals. SMG may designate the zone, but it will not be less than 10 feet by 20 feet in the immediate area around each food and beverage booth. The clean up will be hourly and immediately after closing the Event each day. All trash cleaned up must be properly deposited in a trash bag provided by SMG and taken to a location designated by SMG. SMG may hire and work its own clean up crew during and after the Event. If the Parks Director determines that additional clean up is necessary, Parks Director will give SMG's Agent 2 hours' notice to increase services; and if it is still unsatisfactory, Parks Director may authorize use of City workers for reimbursement by SMG.

- 12. RIGHT OF SMG TO USE PUBLIC STREETS.** SMG acknowledges that the control and use of Public Streets is declared to be inalienable by the City and except for the use privilege granted herein, this Lease Agreement does not confer any right, title, or interest in the public property described herein. The privilege to use the City property granted herein is subject to the approval of the City Council and the compliance by SMG with the terms and conditions contained within this Lease Agreement.
- 13. EMERGENCY VEHICLE LANES.** SMG must at all times maintain Emergency Vehicle Lanes upon the Premises as may be designated by the Fire Chief. These lanes must be kept clear of all obstructions.
- 14. SECURITY.** During Event hours, SMG agrees to utilize CCPD officers to provide security, to be coordinated through a CCPD-designated liaison. Costs for the CCPD officers are covered in **§8 SMG FINANCIAL OBLIGATIONS**, above. However, the full costs for the liaison are to be invoiced separately to SMG.

SMG may provide additional security officers during the Event, and after the Event closes each night, until it opens the next day. SMG will assign the security officers duties.

If the City Police Chief determines it is necessary, the Police Chief will assign additional Police Officers to provide off-site crowd and traffic control for the Event beyond the boundaries of the Event and traffic control plans identified in this contract. The use of additional police officers will be billed at full cost and will be included in the final invoice. Event organizer will be informed if additional officers are needed.

- 15. SAFETY HAZARDS.** SMG, upon written notice of identified Safety Hazards by the Police Chief, Fire Chief, Parks Director or Risk Manager, must correct the Safety Hazard, within six hours or other time frame included in the written notice of Safety Hazards.
- 16. INSURANCE.** SMG agrees to comply with attached insurance **Exhibit D**. In addition, SMG's Agent must furnish to the Risk Manager, Commercial *General Liability Insurance* for the length of the Event and its related activities protecting against liability to the public. The insurance must have a minimum policy limit of \$1,000,000 per occurrence for personal injury, death and property damage. SMG is required to provide a \$1,000,000 Combined *Single Limit Automobile Liability Policy*, providing coverage for owned, non-owned and hired vehicles. Subcontractors and vendors who will be loading or unloading equipment, temporary structures, carnival rides, stages, bleachers, and any other

associated materials to be utilized for the Event must have comparable insurance policies, which must be filed at least two weeks prior to each Event. SMG must also furnish insurance in the form of an *accident policy for volunteers* with minimum limits of \$10,000 for death or dismemberment and minimum limits of \$5,000 for medical expenses. If alcohol is served at any of SMG's Events on Premises then *Liquor Liability Insurance* in the amount of \$1,000,000 per occurrence must be provided by the entity serving the alcohol. The City must be named as an Additional Insured on all liability policies. SMG must furnish the Certificates of Insurance in at least the above minimum amounts to the City's Risk Manager two weeks prior to the non-exclusive use period each year.

SMG must require all volunteers to sign an accident waiver form that SMG must keep on file. The City Attorney will approve the form. In the event of accidents of any kind, SMG must furnish the Risk Manager with copies of all reports of the accidents at the same time that the reports are forwarded to any other interested parties. In addition, SMG must provide copies of all insurance policies to the City Attorney upon City Manager's written request. Said insurance must not be canceled, non-renewed or materially changed without 30 days prior written notice to the Parks Director. The Risk Manager may increase the limits of insurance upon two (2) months written notice to SMG.

17. INDEMNITY. *SMG shall indemnify and hold City, its officers, agents and employees ("Indemnitees") harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against Indemnitees on account of injury or damage to person or property to the extent any damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of SMG or any of its agents, servants, employees, contractors, vendors, patrons, guests, licensees, or invitees ("Indemnitors") entering upon City property to set-up and take-down, hold, attend, or participate in the Coastal Bender event and associated activities, with the expressed or implied invitation or permission of SMG, or when any injury or damage is the result, proximate or remote, of the violation by Indemnitors of any law, ordinance, or governmental order of any kind, or when the injury or damage arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence, or misconduct on the part of the Indemnitors under this Agreement.*

These terms of indemnification are effective whether the injury or damage may result from the contributory negligence or concurrent negligence of Indemnitees, but not if the damage or injury results from the sole negligence, gross negligence, or willful misconduct of Indemnitees.

SMG covenants and agrees that if City is made a party to any litigation against SMG or in any litigation commenced by any party other than SMG relating to this SMG Lease Agreement, SMG shall defend City upon receipt of reasonable notice regarding commencement of the litigation.

18. NOTICE. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. **Notice must be sent as follows:**

If to **City:**

Director of Parks and Recreation
City of Corpus Christi
 P.O. Box 9277
 Corpus Christi, TX 78469-9277
 (361) 880-3461
 FAX (361) 880-3864

If to **SMG:**

General Manager
SMG
 1901 N Shoreline Blvd
 Corpus Christi, TX 78401

19. ASSIGNMENT. SMG may not assign or transfer this Lease Agreement nor sublease the whole or any part of the Premises or make any alteration therein without the prior written consent of the City.

20. BREACH, TERMINATION. Any failure on the part of SMG to perform any of the covenants contained in this Lease Agreement, or any breach of any covenant or condition by SMG entitles City to terminate this Lease Agreement without notice or demand of any kind, notwithstanding any license issued by City and no forbearance by City of any prior breach by SMG is a waiver by or estoppel against City. In case of termination City is entitled to retain any sums of money theretofore paid by SMG and the sums inure to the benefit of City as a set-off against any debt or liability of SMG to City otherwise accrued by breach hereof.

21. NOT PARTNERSHIP OR JOINT VENTURE. This Lease Agreement may not be construed or deemed by the parties hereto as a partnership, joint venture, or other relationship that requires the City to cosponsor or incur any liability, expense, or responsibility for the conduct of the Event or associated activities. Payments received from SMG by the City are compensation for provision of City services as described herein and for the right of SMG to use public property for the limited purpose described herein.

22. CITY SERVICES SUBJECT TO APPROPRIATION. SMG recognizes that the services provided by the City pursuant to this Lease Agreement are subject to the City's annual budget approval and appropriation. The continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on September 30 of each year, is subject to appropriations and budget approval. The City does not represent that the expenditures required by the City for the provision of services required by this Lease Agreement will be adopted by future City Councils, said determination being within the sole discretion of the City Council at the time of adoption of each fiscal year budget.

23. COMPLIANCE WITH LAWS. SMG must comply with all applicable federal, state, and local laws and regulations, including without limitation compliance with Americans with Disabilities Act requirements, all at SMG's sole expense and cost.

24. NON-DISCRIMINATION. SMG warrants that they are and will continue to be an Equal Opportunity Employer and hereby covenants that no employee, participant, invitee, or

spectator will be discriminated against because of race, creed, sex, handicap, color, or national origin.

- 25. DISCLOSURE OF INTERESTS.** SMG agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. SMG agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. SMG agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review information on the City Secretary's website.
- 26. ENTIRETY CLAUSE.** This Lease Agreement, the management agreement between the City and SMG dated December 8, 2017, and the incorporated and attached Exhibits constitute the entire Agreement between the City and SMG. All other Lease Agreements, promises, and representations, unless contained in the Lease Agreement, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Lease Agreement and its Exhibits, of the terms, conditions, promises, and covenants relating to SMG's operations and the Premises to be used in the operations. The unenforceability, invalidity, or illegality of any provision of the Lease Agreement does not render the other provisions unenforceable, invalid, or illegal.

Agreed to by:


ATTEST:

CITY OF CORPUS CHRISTI

Rebecca L. Huerta
City Secretary

Peter Zanoni
City Manager

Approved as to form: 7/18/19

By: 
Assistant City Attorney
For the City Attorney

SMG Holdings, LLC, dba SMG Management, Inc.

By: 

Name: Matt Blasy

Title: General Manager

Date: 7/15/19

EXHIBIT A

Description of Coastal Bender and related activities

Coastal Bender - scheduled for August 1-4, 2019 –

Coastal Bender is a fishing tournament that includes other elements to maximize interest in and attendance of the event. The three-day event will include an array of content true to the Texas Gulf Coast including a bar-b-que cookoff, Outdoor expo (boats, fishing and hunting), and a concert.

SMG is working in partnership with Corpus Christi native Roger Creager, a well-known musician, who will play a key role in attracting artists, anglers, and fans to attend the event. The event name is being branded as 'Roger Creager's Coastal Bender.'

The event will take place on Shoreline Boulevard, including the barge dock, outside the American Bank Center as well as inside the Arena.

EXHIBIT B

Dates of Coastal Bender: August 1 through 4, 2019

Set-Up: August 1

Take Down: August 4

EXHIBIT C

Site Map and Description of City Property being Utilized. Specific site layout may be subject to change.



EXHIBIT D

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee (SMG) must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Director of Parks and Recreation Dept. two (2) copies of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. **The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
VOLUNTEER ACCIDENT COVERAGE	\$10,000 for Accident Death and Dismemberment \$5,000 for Medical
LIQUOR LIABILITY	\$1,000,000 Per Occurrence

PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.
-----------------------------	--

- C. In the event of accidents of any kind related to this contract, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit a copy of the replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Lessee or as requested by the City. Lessee shall pay any costs incurred resulting from said changes. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Lessee agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements
Legal Dept.
SMG Lessee Agreement - Coastal Bender Event
07/09/2019 sw Risk Management