

HARBOR PLAYHOUSE COMPANY LEASE AGREEMENT

This lease agreement ("Lease") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting through its duly authorized City Manager or designee, and the Harbor Playhouse Company, a Texas Nonprofit Corporation ("Lessee").

Section 1. Premises. The City leases to Lessee the Harbor Playhouse Company, located at 1802 N. Chaparral St. Corpus Christi, Texas, in the SEA District (Sports, Entertainment and Arts) together with all improvements thereon ("Premises"), depicted on Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Term. The term of the lease is ten years, with two five-year mutual options to renew, effective upon final signature by City Manager ("Effective Date"), unless sooner terminated as set out herein.

Section 3. Payment. In consideration of the covenants in this Lease and because of the benefit the City receives from the Harbor Playhouse Company, there are no monthly rental fees. Consideration is outlined in Section 8 below.

Section 4. Purpose.

- A. The purpose of this Lease is to enable Lessee to utilize Premises for office space for its business operations. Lessee may establish and maintain its administrative offices within the Premises and provide cultural programs for the membership and public. Lessee shall not use the Premises for any other purpose without the prior written approval from the Director of Planning & Economic Development Department ("Director").
- B. Lessee must be open to the public during Lessee's regular office hours for a minimum of at least four hours per day, five days per week. Within 30 days of the final City Council approval, and by each December 31 thereafter, Lessee must provide Director with written notification of Lessee's scheduled hours of operation through for the following year, and provide Director of any planned special events at the Premises December 31 of the following year.
- C. Lessee shall provide Director an annual report showing actual use by Lessee and others of the Playhouse, maintenance conducted during the previous year, planned maintenance for the upcoming year, programming for the previous year, estimated attendance for events, events scheduled in the previous year with Buc Days and Hilliard Center, when the annual audit is provided to Director (under Section 20 below). This report may be provided using Lessee's existing reporting methods or in any format Lessee desires to use, so long as all information required under this section is included in that report. The annual report under this section is due 45 days after the close of Lessee's fiscal year.
- D. Lessee must operate the Premises exclusively for the following purposes:

- a. to present a variety of mainstage productions at affordable ticket prices; to provide a young people's theatre program open to all children in Corpus Christi;
 - b. to offer the Playhouse at reasonable rentals to other nonprofit organizations in Corpus Christi, and to business and convention groups; and
 - c. to maintain the Playhouse in reasonably good condition and repair, all with the understanding that the City wishes to have as much activity in the area as possible throughout the week including weekends
- E. Any other use of the Playhouse by Lessee is prohibited without prior written approval of the City Manager. Lessee's community theater activities have priority on use of the Playhouse; however, Lessee must permit use of the Playhouse by City and civic and community groups on a reasonable time basis, if such use does not interfere with previously scheduled activities of Lessee.
- F. Lessee may charge rental fees for the use of the Playhouse and actual out-of-pocket costs incurred by Lessee through others' use of the Property.
- G. Lessee may establish and maintain its administrative offices within the building and provide meeting rooms for the activities of Lessee or any of its support groups.

Section 5. Concession Rights. Lessee shall have the right to provide concession activities, including food and beverages.

Section 6. Utilities. Lessee must pay cost of gas, electricity, water, wastewater, stormwater, or other utilities furnished to or used by Lessee on the Premises. Failure to pay utility bill(s) prior to the due date constitutes grounds for termination of this Lease.

Section 7. Construction or Rehabilitation. Lessee may rehabilitate existing or construct additional improvements on the Property, subject to written approval by the City Manager.

- A. Plans and specifications for the rehabilitation and/or new construction of improvements, site improvements, parking, irrigation system, and landscaping and any changes thereto must be approved in writing by the City Manager prior to the start of construction and must be consistent aesthetically and in quality of construction with other properties in the SEA District and be in conformance with all applicable City codes and state and federal laws and regulations. Lessee must consult with and obtain approval of all irrigation system and landscaping improvements from Director.
- B. Lessee has sole and full responsibility for preparing the plans, advertising for bids, supervising construction, and accepting the improvements when completed. The cost of construction, rehabilitation, landscaping, irrigation, and other site improvements must be borne entirely by Lessee. It is understood that City does not assume and will not in any way be responsible for any of the financial obligations incurred or created by Lessee in connection with the construction

of any improvements. Lessee agrees to save and hold City harmless from any and all charges, claims or liability of any nature whatsoever as provided below.

Section 8. Consideration. In lieu of making monthly rental payments in Section 3, above, Lessee shall:

- A. Provide advancement of, appreciation of, and enjoyment of community theater by providing programs, exhibits, performances, and education on an on-going basis.
- B. Lessee shall provide routine interior and exterior maintenance to the Building and any improvements on the Property in lieu of making monthly rental payments. Lessee may undertake rehabilitation, renovation, or construction of improvements with prior written approval of the City as otherwise provided in this Lease. Nothing in this Section shall be construed to require Lessee to undertake major capital rehabilitation, structural repairs, roof replacement, and major HVAC replacement unless agreed to in writing by City and Lessee.
- C. Provide quarterly reports on the improvements, rehabilitation, and/or construction taken place in the previous quarter.
- D. Allow scheduling events and conventions in coordination with the Hilliard Center and Lessee shall make all reasonable accommodations with Hilliard Center for scheduling events and conventions, so long as such request was made in writing with reasonable notice to Lessee. Reasonable notice would be at least 10 days prior to event or convention Lessee shall not unreasonably withhold permission for scheduling under this paragraph. In the event of a scheduling conflict, Lessee shall make all reasonable accommodations with Hilliard Center events and conventions. Lessee may decline or limit any scheduling request with Hilliard Center when such request conflicts with scheduled events or scheduled operations of Lessee.
- E. Allow scheduling events in coordination with the Buc Days and Lessee shall make all reasonable accommodations with Buc Days for scheduling events. Lessee shall not unreasonably withhold permission for scheduling under this paragraph. In the event of a scheduling conflict, Lessee shall make all reasonable accommodations with Buc Days events. Nothing in this Lease shall prohibit Lessee from entering into separate written agreements with Buc Days concerning parking access, operational coordination, reimbursement, compensation, parking passes, alternate access, personnel access, signage, safety measures, or other logistical matters, provided such agreements do not conflict with this Lease.
- F. City reserves ownership of the parking lots attached to the Premises. Subject to Buc Days activities and other uses coordinated pursuant to this Lease, Lessee shall have priority use of the parking lots attached to the Premises during Lessee's scheduled events and scheduled operations.
 - a. City will make every reasonable effort to provide at least 10 days advance notice of an event where other guests and visitors may use parking lots. Lessee may operate the parking lots attached to the Premises, so long as

Lessee makes all reasonable accommodations with the Hilliard Center, Buc Days, and the City.

- b. For purposes of this Lease, "scheduled events" and "scheduled operations" shall include performances, rehearsals, auditions, technical rehearsals, tech week activities, educational programming, youth theater activities, classes, camps, rentals, fundraisers, load-in and load-out activities, set construction, patron access, ADA access, staffing requirements, administrative operations, and other activities reasonably associated with operation of the Harbor Playhouse.

Section 9. Furnishing Building. Lessee will furnish and equip the Building and City has no obligation to furnish any equipment or furnishings for Lessee. All personal property furnished by or on behalf of Lessee remains the property of Lessee unless specifically donated to City.

Section 10. Maintenance.

- A. Lessee shall maintain any garden or extensive landscaping on the Premises at its own expense. Lessee shall maintain, at its sole expense, the building, all fixtures connected therewith, all personal property thereon, and all other areas which City has not agreed to maintain under this Lease. Maintenance must be of such quality as to maintain the Premises in a first-class condition, consistent and in harmony with the standard of maintenance of improvements on properties leased by City to other tenants in the SEA District. Lessee must not undertake exterior construction, remodeling, redecorating, or signage beyond normal maintenance without prior written consent of the City Manager. No major interior work that materially alters the structure, building systems of the premises or permitted use of premises is allowed without prior written consent of the City Manager. Lessee must obtain, at its own expense, all building permits.
- B. City will provide grounds maintenance for the existing landscaping and the exterior walkways and driveways that includes mowing grass at least twice a month. City is not required to provide any more grounds maintenance than mowing. Lessee shall inspect the Premises monthly for any hazards, including slip and trip hazards, parking lot hazards, greenspace hazards, and walkways hazards and provide requests for maintenance as needed.
- C. Lessee shall be responsible for maintaining all other grounds maintenance not provided by the City, including the curb appeal of the Premises, including landscaping, the front entrance, and the condition of the outside of the buildings on Premises. Curb appeal in this section is defined as the visual attractiveness of the Premises from the street. City Manager or Director is the final authority in determining if curb appeal improvements are required.

Section 11. Furniture, Fixtures, and Equipment. It is understood that Lessee will be responsible for furnishing and equipping the Premises and that the City has no obligation to furnish any equipment or furnishings for Lessee. All capital improvements to the

Premises, such as installation of plumbing fixtures, remains the property of the City.

Section 12. Signs. Lessee shall not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") at, on, or about the Premises, or any part thereof, without the Director's prior written approval. City may require Lessee to remove, repaint or repair any Signs allowed. If Lessee does not remove, repaint, or repair the Signs within ten days of Director's written request, City may do or cause the work to be done, and Lessee will pay City's costs within 30 days of receipt of Director's invoice. If payment is not timely made, the City may terminate this Lease upon ten days written notice to Lessee. Alternatively, City may elect to terminate this Lease after ten days written notice to Lessee.

Section 13. Inspection. Any officer or authorized employee of the City may enter upon the Premises, at all reasonable times and with advance notice, to determine whether Lessee is providing maintenance in accordance with and as required by above, or for any other purpose incidental to City's retained rights of, on, and in the Premises.

Section 14. Insurance. Lessee shall comply with the insurance requirements in Exhibit B, attached hereto and incorporated herein by reference.

Section 15. Acceptance of Premises Disclaimer.

LESSEE ACKNOWLEDGES THAT IT IS LEASING THE PREMISES "AS IS" WITH ALL FAULTS AS MAY EXIST ON THE PREMISES, AND THAT NEITHER CITY, NOR ANY EMPLOYEE OR AGENT OF CITY HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. LESSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, AND/OR DAMAGES BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS LEASE. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS BEEN PROVIDED, TO ITS SATISFACTION, THE OPPORTUNITY TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LESSEE INTENDS TO USE THE PREMISES AND IS RELYING ON ITS OWN INSPECTION. LESSEE ACKNOWLEDGES THAT ANY AND ALL STRUCTURES AND IMPROVEMENTS EXISTING ON THE PREMISES ON THE COMMENCEMENT DATE, IF ANY, ARE ACCEPTED "AS IS" WITH

ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY CITY WITH RESPECT THERETO. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION BY CITY WITH RESPECT TO ANY EXISTING STRUCTURES OR IMPROVEMENTS BUT IS RELYING ON ITS OWN EXAMINATION THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

Section 16. Indemnity.

In consideration of allowing Lessee to use the Premises, Lessee covenants to fully indemnify, defend, save, and hold harmless the City, its officers, agents, representatives, and employees (collectively "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Indemnitees on account of injury or damage to person including, without limitation, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance pursuant to this Lease; (2) Lessee's use of the Premises and any and all activities associated therewith pursuant to this Lease; (3) the violation by Lessee, its officers, employees, agents, or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee, its officers, employees, agents, or representatives pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the sole, contributing, or concurrent negligence of Indemnitees, and including all expenses of litigation, court costs, and attorneys' fees, which arise or are claimed to arise out of or in connection with the asserted or recovered incident.

Lessee covenants and agrees that if Indemnitees, or any of them, is made a party to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend Indemnitees in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any said liability, injury, damage, loss, demand, claim, or action.

Section 17. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and none other, and this Lease must be construed conclusively in favor of that relationship. In performing this Lease, both City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. The employees or agents of either party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

Section 18. Sublease and Assignment. Lessee understands and agrees that Lessee shall not assign or sublease the Premises or any part thereof without obtaining the prior written consent of the City. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

Section 19. Default and Termination.

A. Default of Lessee.

- a. If Lessee fails to operate for the purposes set out in this Lease, fails to abate any nuisance specified in writing by the City Manager within a reasonable time specified by the City manager, assigns this Lease or attempts to assign or sublet this lease without prior consent of the City, abandons the Premises, fails to maintain adequate insurance coverage, allows insurance to lapse, fails to perform required maintenance, defaults on current and future City charges, fees, and services; or fails to keep, perform, or observe any other provision, term, covenant, obligation, and/or condition of this Lease, City may, after 15 days written notice to Lessee, declare this Lease terminated and reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights. Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Lessee. City may not declare this Lease terminated if, within 15 days after notice of any default, Lessee fully cures such default. The City's failure to

issue this notice is not a waiver of its right to issue such notice. Notwithstanding the foregoing, if a non-monetary default cannot reasonably be cured within 15 days, Lessee shall not be deemed in default provided Lessee commences corrective action within the 15-day period and thereafter diligently pursues completion of the cure, not to exceed 45 days without prior written consent of the City.

b. Lessee shall enter into a separate installment payment agreement to pay outstanding charges. Failure to remain current on that agreement shall be considered a default under this Section and shall be cause to terminate this Lease. Termination under this paragraph shall follow the notice requirements under paragraph a. above.

B. Default of City. If City defaults in the performance of any covenant or agreement contained herein, which continues for 30 days after Lessee's written notice to the City, then Lessee may declare this Lease terminated and may vacate said Premises and owe no further rent and have no further obligations under this Lease. This shall be Lessee's sole remedy upon City's default.

Section 20. Records and Audit.

A. Records. Lessee must maintain adequate books and records showing all receipts and disbursements, in a manner acceptable to City's Director of Finance & Procurement ("Finance & Procurement Director"), and which are available for examination by the Finance & Procurement Director during reasonable business hours.

B. Audit. Lessee must have an annual audit and report of its books and records made by an independent auditor who is not a member of the Harbor Playhouse Company board or staff, but who may be a subscriber. Lessee must furnish a copy of the audit to both the Director and the Finance & Procurement Director within 90 days of the end of Lessee's fiscal year, which must be certified as to the truth and accuracy of the auditor making the annual audit at the Lessee expense.

Section 21. Notice. All notices, demands, requests or replies provided for or permitted under this Lease by either party must be in writing and must be delivered by one of the following methods: (i) by personal delivery; (ii) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid; or (iii) by Email notice. Notices of default, termination, casualty, insurance noncompliance, or material breach shall be sent by certified mail and electronic mail to Lessee. Notice by (i) and (iii) will be deemed effective upon delivery and (ii) will be deemed effective two business days after deposit with the United States Postal service. All these communications must only be made to the following:

City of Corpus Christi
Attn: Director of Planning & Economic Development
PO Box 9277
Corpus Christi, Texas 78469-9277

Email: jenniferb9@corpuschristitx.gov

With copy to:
City of Corpus Christi
Attn: City Attorney
PO Box 9277
Corpus Christi, Texas 78469-9277

Notice to the Lessee shall be sent to:
Harbor Playhouse Company
1802 N. Chaparral St.
Corpus Christi, Texas 78401
Email: staff@harborplayhouse.com

Either party may change the address to which notice is sent by using a method set out above. Lessee shall notify the City of an address change or email address change within 10 days after the address is changed.

Section 22. Modifications. No changes or modifications to this Lease may be made, nor any provisions waived, unless the change, modification or waiver is made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 23. Surrender. Lessee acknowledges and understands that the lease of the Premises to Lessee is expressly conditioned on the understanding that the Premises must be surrendered upon the expiration, termination or cancellation of this Lease in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this Lease are payable by Lessee to City within 30 days written demand.

Section 24. Interpretation. This Lease will be interpreted according to the Texas laws that govern the interpretation of contracts. Sole venue lies in Nueces County, Texas where this Lease was entered into and will be performed.

Section 25. Compliance with State and Federal Laws. The following provisions are in this contract for compliance with state and federal law, and the City does not opine on their validity or enforceability. Lessee shall bear the entire sole burden for complying with any of these clauses. Prior to the enforcement of any of the following clauses, the City will give at least 30 days notice of alleged violation thereof and an opportunity for the Lessee to be heard concerning the alleged violation, effect thereof on the City, and proposed remedial measures:

- Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, religion, sex, age, disability, creed, color, or national origin.
- Lessee shall provide all services and activities required to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of

1990, Public Law 101-336 (S.933).

- Lessee agrees to comply with Tex. Gov't Code § 2252.908 and submit Form 1295 to the City with the signed agreement. The Parties agree that the City is not responsible for the information contained in Form 1295 Certificate of Interested Parties.
- In accordance with Tex. Gov't Code §2252.909, Lessee must include in each contract for the construction, alteration or repair of an improvement to this leased property a condition that the contractor execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code and a performance bond equal to the amount of the contract and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Lessee must provide the City with a notice of commencement at least 90 days prior to start of construction, alteration or repair that complies with Texas Gov't Code§ 2252.909.

Section 26. Captions. The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 27. Casualty. If the Premises become damaged due to casualty such that the Premises are not deemed safe for occupation by the City Building Official and repairs are not completed within 30 days of the casualty, either party may terminate this lease upon 30 days written notice to the other party without penalty. Casualty events include, but are not limited to, damage due to weather event, windstorm, hail, flood, theft, vandalism, fire, or other natural or man-made disaster.

Section 28. Removal of Property upon Termination. It is Lessee's responsibility to remove its personal property from the Premises prior to termination or expiration of the Lease.–Lessee shall have 30 days following termination or expiration of the Lease to remove personal property from the Premises unless an emergency condition exists requiring earlier removal. Lessee agrees that any of personal property remaining on the Premises after 30 days after the termination or expiration of the Lease automatically becomes City property without any notice, action, or process of law for disposition by the City as City deems appropriate in City Manager's sole discretion, with no compensation to Lessee. Lessee shall be invoiced for City's costs to remove property from the Premises after termination or expiration of the Lease, and Lessee shall pay said invoice within 30 days of receipt.

Section 29. Waiver of Attorneys' Fees and Jury Trial.

- A. In case of litigation between the parties, Lessee and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorneys' fees should litigation result from any dispute between the parties to this Agreement.
- B. In case of litigation between the parties, Lessee and City agree that they have knowingly waived and do hereby waive the right to trial by jury and have instead

agreed, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

Section 30. Entirety Clause. This Lease and the incorporated and attached exhibits constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, verbal or otherwise, with reference to the subject matter hereof, unless contained in this Lease are expressly revoked, as the **parties** intend to provide for a complete understanding within the provisions of this Lease and its exhibits of the terms, conditions, promises, and covenants relating to Lessee's operations and the Premises to be used in the operations.

Section 31. Severability.

- A. If, for any reason, any section, paragraph, subdivision, clause, provisions, phrase, or word of this Lease or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final Judgment of a court of competent Jurisdiction, then the remainder of this Lease or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby for it is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.
- B. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease is not affected.
- C. If any clause or provision is held illegal, invalid, or unenforceable, a clause or provision that is similar in terms to that clause or provision will be substituted for the clause or provision by the Court that found such clause or provision to be illegal, invalid, or unenforceable.

Section 32. Governmental Immunity. This Agreement is to perform a governmental function solely for the public benefit.

Section 33. Acknowledgement. The parties expressly agree that they have each independently read and understood this Lease. By Lessee's execution of this Lease, Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by City Council and executed by the City Manager.

Signatures on next page.

CITY OF CORPUS CHRISTI

ATTEST:

Michael Dice
Interim Assistant City Manager


Rebecca Huerta
City Secretary

APPROVED AS TO FORM: _____, 20_____

Assistant City Attorney
For the City Attorney

LESSEE

HARBOR PLAYHOUSE COMPANY

By: 

Stefani Schomaker
President

Exhibit List

Exhibit A: Premises

Exhibit B: Insurance

EXHIBIT A PREMISES



EXHIBIT B INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this agreement 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 Contract Administrator one (1) copy of Certificates of Insurance (COI) 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 **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and/or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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 <input checked="" type="checkbox"/> \$2,000,000 Per Occurrence <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000 Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
LIQUOR LIABILITY *Required When Selling Liquor/Alcohol	\$1,000,000 Per Occurrence Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
HOST LIQUOR LIABILITY Applicable when alcohol being served, not sold. *Liquor Sales Requires Liquor Liability	\$1,000,000 Per Occurrence Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>

PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
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- C. In the event of accidents of any kind related to this agreement, 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.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Agreement, 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 the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 must provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 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 agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, 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 agreement.
- 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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2026 Insurance Requirements Exhibit
 Economic Development
 Lease Agreement - Harbor Playhouse Company, a Texas Nonprofit Corporation
 03/19/2026 Risk Management – Legal Dept.