

**LEASE BETWEEN THE  
CITY OF CORPUS CHRISTI AND  
TEJAS BOWMEN ARCHERY CLUB**

**THE STATE OF TEXAS                    §**  
**§            KNOW ALL MEN BY THESE PRESENTS**  
**COUNTY OF NUECES                    §**

This lease ("Lease") is entered into by and between the City of Corpus Christi ("City"), a Texas home rule municipal corporation, acting through its duly authorized City Manager, or the City Manager's designee, and TEJAS BOWMEN ARCHERY CLUB ("Lessee"), a Texas nonprofit corporation, Corpus Christi, Texas, operating for the purpose of providing an archery range for persons interested in archery, acting through its duly authorized President, David Pena.

**Section 1. Definitions.** For the purposes of this Lease:

*Improvements* means buildings and other structures located on the Premises.

*Leased Premises* means three tracts or parcels of land designated as Tracts "A," "B," and "C", as shown on the attached drawing, Exhibit "A", together with all Improvements.

**Section 2. Purpose.** The purpose of this Lease is to enable Lessee to operate a public archery range for persons interested in archery. Lessee may not operate the Leased Premises for any other purpose without the prior written approval of the Chief Operations Officer over Corpus Christi Water ("Director").

**Section 3. Leased Premises.** The Leased Premises are three tracts or parcels of land designated as Tracts "A," "B," and "C" as shown on the drawing attached as Exhibit "A", together with all Improvements.

**Section 4. Term.** The City leases the Premises, AS IS, subject to all terms and conditions of this Lease, to the Lessee for a period of three years, with the option to renew for two additional one-year periods upon written approval of both parties. This lease is subject, however, to the right of either party to cancel this Lease by giving 90 days written notice at any time to the other party, unless sooner terminated. This Lease begins on the first day after final Council approval. Lessee may continue to occupy the Premises after the expiration of this Lease on a month-to-month tenancy if the Lessee continues to provide consideration in lieu of paying monthly rent as required by this lease, and upon the same terms and conditions as set out in this lease. The City Manager has the absolute right to terminate the month-to-month tenancy with or without cause upon 30 days written notice to Lessee.

**Section 5. Surrender.** Lessee shall surrender the Premises, 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.

**Section 6. Lease Consideration.** For and in consideration of the rights and privileges granted In this Lease, and in lieu of lease payments to the City, Lessee must maintain and operate a public archery range on the Premises. Further, Lessee must maintain the Premises by mowing, collecting litter, etc. as directed in writing by the Director.

**Section 7. Membership and User Requirements; Hours and Terms of Operation; Lessee Responsible for Activities.**

- a. Board of Directors and List of activities. Lessee will provide the Director with a list of current Board of Directors. Lessee shall provide an updated list when any changes are made to the board members. Attached as Exhibit C is a copy of Lessee's Schedule of Activities, Hours and Terms of Operation, and Membership and User Fees. Lessee may not make any change in these Exhibits without prior written consent of the Director.
- b. Lessee responsible for activities on Premises. Notwithstanding any right of City to inspect or approve any improvement or activity under this lease, Lessee covenants that it and its members are solely and exclusively responsible for all activities on the Premises and have control of the Premises; that the City has no responsibility for safety of, or any activity on, the Premises; and that Lessee shall not rely on any City inspection or action. Lessee is solely responsible for the safety of all activities on the Premises.

**Section 8. Alterations.** Lessee may not make any alterations, additions, or improvements to, in, on, or about the Premises, without the prior written consent of the City Manager and Risk Manager. Lessee, if directed by the Director, must construct and maintain screening or other safety barriers to ensure that arrows are confined to the premises. Any archery range construction must also be approved by the District Field Governor of the National Field Archery Association ("District Field Governor") prior to start of construction.

- a. Prior to making any alterations, additions, or improvements to, in, on, or about the Premises, Lessee must submit the plans and specifications for the alterations, additions, or improvements to the Director for review and written consent.
- b. If the Director (and the District Field Governor in the case of archery range construction) consent to, and the Risk Manager grants clearance for, the alterations, additions, or improvements, the Lessee shall obtain all required permits for the construction. All construction is subject to inspection by the Director, City's Building Official, (and the District Field Governor in the case of archery range construction), and their designated representatives.
- c. All approved alterations, improvements, and additions made by the Lessee upon the Premises, although at Lessee's own expense, shall, if not removed by Lessee

at any termination or cancellation of this Lease, become the property of the City in fee simple without any other action or process of law. Lessee agrees to be contractually and financially responsible for repairing any and all damage caused by the removal. If items are installed in a manner that they become fixtures, the fixtures may not be removed by Lessee upon termination and will become the property of the City.

**Section 9. Taxes, Assessments, Licenses, and Fees.** Lessee must pay, in full prior to each respective due date, all taxes, assessments, licenses, and fees required by the Lessee's use of the Leased Premises

**Section 10. No Debts.** Lessee may not incur any debts or obligations on the credit of the City during the term of this Lease, including during any Holdover Period that may occur.

**Section 11. No Liens** Lessee agrees not to permit any mechanic's lien, materialman's lien, tax lien, or any other lien to become attached to the Leased Premises, or any part or parcel of the Leased Premises, or the Improvements on the Leased Premises, because of any work or labor performed by any mechanic, materials furnished by any materialman, or any other reason.

**Section 12 Assignment and Subleasing.** Lessee may not assign, sublease, or encumber this lease, without the prior written consent of the City Manager. Any assignment or sublease must be approved in advance in writing signed by the City Manager.

**Section 13. Signs; Warning Signs Posted.**

- a. Lessee may not exhibit, inscribe, paint, erect, or affix any sign at, on, or about the Leased Premises, or any part of the Leased Premises, without the prior written approval of the Directors.
- b. The 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 the Director's written demand. If Lessee fails to comply with the Director's demand, the City may elect to terminate this Lease after ten days written notice to Lessee. Alternatively, the City may do or cause the work to be done, and Lessee shall pay the City's costs within 30 days of receipt of the Director's invoice. If payment is not timely made, the City may terminate this Lease upon ten days written notice to Lessee.
- c. Lessee must post the Leased Premises with adequate signs to warn that it is an archery range and no trespassing is allowed.

**Section 14. Laws Affecting Operation of Premises and Performance.** Lessee shall comply with all Federal, State, and local laws, ordinances, rules, and regulations applicable to Lessee's operation of the Premises and Lessee's performance under this

Lease. This Lease is also subject to applicable provisions of the City Charter.

**Section 15. Nondiscrimination.** Lessee covenants and agrees that Lessee will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Premises, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

**Section 16. Maintenance.** Lessee shall maintain the Leased Premises and all improvements in good and safe condition during the Lease term.

**Section 17. Furniture, Fixtures, and Equipment.**

- a. It is understood that Lessee is responsible for furnishing and equipping the Leased Premises and that the City has no obligation to furnish any equipment or furnishings for Lessee.
- b. All personal property and trade fixtures furnished by or on behalf of Lessee remain the property of the Lessee, unless the personal property and trade fixtures are specifically donated to the City during the term of this Lease or any Holdover Period.
- c. The Director retains the right to approve all furnishings and fixtures that may be installed in the Premises, during the term of this Lease and any Holdover Period, prior to installation.

**Section 18. Utilities.** Lessee must pay for all utilities used by it on the Leased Premises or used by any other activities sponsored by the Lessee on the Leased Premises.

**Section 19. City's Right of inspection.** Any officer or authorized employee of the City may enter upon the Premises, at all reasonable times and without notice, to determine whether Lessee is operating and providing maintenance in accordance with this Lease.

**Section 20. Director's Right to Access Premises in Emergency.**

- a. Lessee shall provide the Director with keys to the Leased Premises, and a current list of names and phone numbers of each member of its Board of Directors, in the event of an emergency.
- b. Director has the right to enter the premises during the regular hours of operation or at any time in an emergency.

**Section 21. City Use.** The City retains the right to use or cross the Leased Premises with utility lines and easements. City may exercise these rights without compensation to Lessee for damages to the Leased Premises from installing, maintaining, repairing, or removing the utility lines and easements. City must use reasonable judgment in locating

the utility lines and easements to minimize damage to the Leased Premises.

**Section 22. Indemnity. In consideration of allowing Lessee to use the Leased Premises, Lessee covenants to fully indemnify, 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 City on account of injury or damage to person including, without limitation on the foregoing, 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 under this Lease; (2) Lessee's use or Lessee's invitees' use of the Leased Premises and any and all activities associated with the Lessee's use of the Leased Premises under this Lease; (3) the violation by Lessee, its officers, employees, invitees, agents, or representatives or by Indemnitees, or any of them, 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, invitees, agents, or representatives or of Indemnitees, or any of them, 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 contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, 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 City 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 City in all actions relating to this Lease 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 the liability, injury, damage, loss, demand, claim, or action.**

**Section 23. Insurance.**

- a. Lessee shall secure and maintain at Lessee's expense, during the term of this Lease, insurance of the type and with the amount of coverage shown on the attached **Exhibit B**, which is incorporated in this Lease by reference. Lessee shall use an insurance company or companies acceptable to the Risk Manager. Failure to maintain the insurance during the term of this Lease, at the limits and requirements shown on **Exhibit B**, constitutes grounds for termination of this Lease,
- b. The Certificate of Insurance must be sent to the Risk Manager prior to occupancy

of and operations at the Leased Premises. The Certificate of Insurance must provide that the City will have 30 days advance written notice of cancellation, intent to not renew, material change, or termination of any coverage required in this Lease.

- c. Lessee shall provide, during the term of this Lease, copies of all insurance policies to the Risk Manager upon written request by the City Manager.
- d. The Risk Manager retains the right to annually review the amount and types of insurance maintained by Lessee, to require increased coverage limits, if necessary in the interest of public health, safety, or welfare, and to decrease coverage, if so warranted. In the event of any necessary increase, Lessee must receive 30 days written notice prior to the effective date of the requirement to obtain increased coverage.
- e. In the event alcoholic beverages are to be served or sold on or in any Leased Premises covered by this Lease, the Lessee shall additionally obtain or cause to be obtained alcoholic beverage liability insurance in the amount of one million dollars (\$1,000,000.00) covering the event or time period when alcoholic beverages are to be served or sold.
- f. Lessee shall, prior to any addition or alteration to, in, on, or about the Premises, obtain prior clearance, in writing, from the Risk Manager that the proposed addition or alteration will not necessitate a change or modification in the existing insurance coverage maintained by Lessee. This clearance is in addition to the prior consent required by Section 8 of this Lease.

**Section 24. Default** The following events constitute default under this Lease:

- 1) Failure to provide consideration in lieu of paying rent or failure to make other payments under this Lease.
- 2) Failure to pay utilities before the due date.
- 3) Failure to perform scheduled maintenance.
- 4) Failure to maintain any insurance coverages required in this Lease.
- 5) Failure to timely pay City's invoice for the removal, repainting, or repair of any Signs at the Leased Premises.
- 6) Failure to keep, perform, and observe any other promises, covenants and conditions contained in this Lease.

**Section 25. City's Remedies on Lessee's Default.** Upon the occurrence of any event of default, the City may, at its option, in addition to any other remedy or right given under

this Lease or by law:

1. Give notice to Lessee that this Lease terminates upon the date specified in the notice, which date will be no earlier than five (5) days after the giving of the notice.
2. Immediately or at any time after the occurrence of the event of default and without notice or demand, or upon the date specified in a notice, if given, or in any notice issued under law, the City may enter into and upon the Leased Premises and retake possession, by legal proceedings or otherwise, expel Lessee and anyone claiming through or under Lessee, remove Lessee's or a claimant's goods and effects, forcibly, if necessary, and store the goods in the name and at the expense of Lessee.

**Section 26. Enforcement Costs.** If the City files any legal action or proceeding to repossess the Leased Premises, collect the lease payment(s) due under this Lease, collect for any damages to the Leased Premises, or to enforce in any other way the provisions of this Lease, Lessee agrees to pay all court costs and expenses and the sum that a court of competent Jurisdiction adjudges as reasonable attorneys' fees in the action or proceeding, or in an appeal, if a judgment is rendered in favor of the City.

**Section 27. Modifications.** No provision of this Lease may be changed, modified, or 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 28. Contact Person/Lease Administrator.** For this Lease, the City's contact person and lease administrator is the Assistant Director of Wastewater

**Section 29. Notice.**

- a. 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 or registered mail, return receipt requested, postage prepaid; (iii) by prepaid telegram; (iv) by deposit with an overnight express delivery service, for which service has been prepaid; or (v) by fax transmission.
- b. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one business day after transmission to the telegraph company or overnight express carrier, Notice by fax transmission will be deemed effective upon transmission with proof of delivery.
- c. All the communications must only be made to the following:

IF TO CITY:

City of Corpus Christi  
Water Utilities Dept.  
2726 Holly Rd  
Corpus Christi, TX 78415  
Attn: Assistant Director of Wastewater  
(361) 826-1805

IF TO LESSEE:

David Pena, President  
Tejas Bowmen Archery Club  
  
4018 Weber Rd  
Corpus Christi, TX 78411  
(361) 765-0388

- d. Either party may change the address to which notice is sent by using a method set out in subsection a of this section. Lessee shall notify the City of an address change within ten days after the address is changed.

**Section 30. Force Majeure.** No party to this Lease shall be liable for delays or failures in performance due to any cause beyond the party's control including, without limitation, any delays or failures in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The delays or failures to perform extend the period of performance until these exigencies have been removed. The Lessee shall inform the City in writing of proof of the force majeure within three business days or otherwise waive this right as a defense.

**Section 31. Relationship of Parties.** This Lease establishes a landlord/tenant relationship, and no other relationship. This Lease must be construed conclusively in favor of that relationship. In performing this Lease, the City and Lessee will each 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 may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**Section 32. Not for Benefit of Third Parties.** This Lease is only for the benefit of the City and Lessee, and no third party has any rights or claims under this Lease or against the City.

**Section 33. Publication Costs.** Lessee shall pay for the cost of publishing the Lease description and related ordinance, as required by the City's Charter, in the legal section of the local newspaper.

**Section 34. Interpretation.** This Lease shall be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Nueces County, Texas, where this Lease was entered into and will be performed.

**Section 35. Survival of Terms.** Termination or expiration of this Lease for any reason does not release either party from any liabilities or obligations under this Lease that (a) the parties have expressly agreed survive any the termination or expiration; (b) remain to be performed; or (c) by their nature would be intended to be applicable following the termination or expiration of this Lease.



**Section 36. Limitation of Leasehold.** City does not warrant its title to the Leased Premises. This Lease and the rights and privileges granted Lessee in and to the Leased Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease may be construed to imply the conveyance to Lessee of rights in the Leased Premises that exceed those owned by City.

**Section 37. Captions.** The captions utilized in this Lease are for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

**Section 38. Severability.** It is the definite intent of the parties to this Lease that every section, paragraph, subdivision, clause, provision, phrase, or word of this Lease be given full force and effect for its purpose. Therefore, if, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Lease or the application of this Lease 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 the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment.

**Section 39. Disclosure of Interests.** Lessee agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Lessee 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>. Lessee 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 the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

**Section 40. Entirety Clause.** This Lease and the attachments and exhibits incorporated into this Lease constitute the entire agreement between the City and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Lease, 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 Leased Premises to be used in the operations.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on the 12 day of December, 2023.

**LESSEE: Tejas Bowmen Archery Club**

By: David Pena David Pena 12-12-23  
Name Date

President of Tejas Bowmen Archery Club  
Title

**ATTEST:**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

**CITY OF CORPUS CHRISTI:**

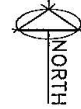
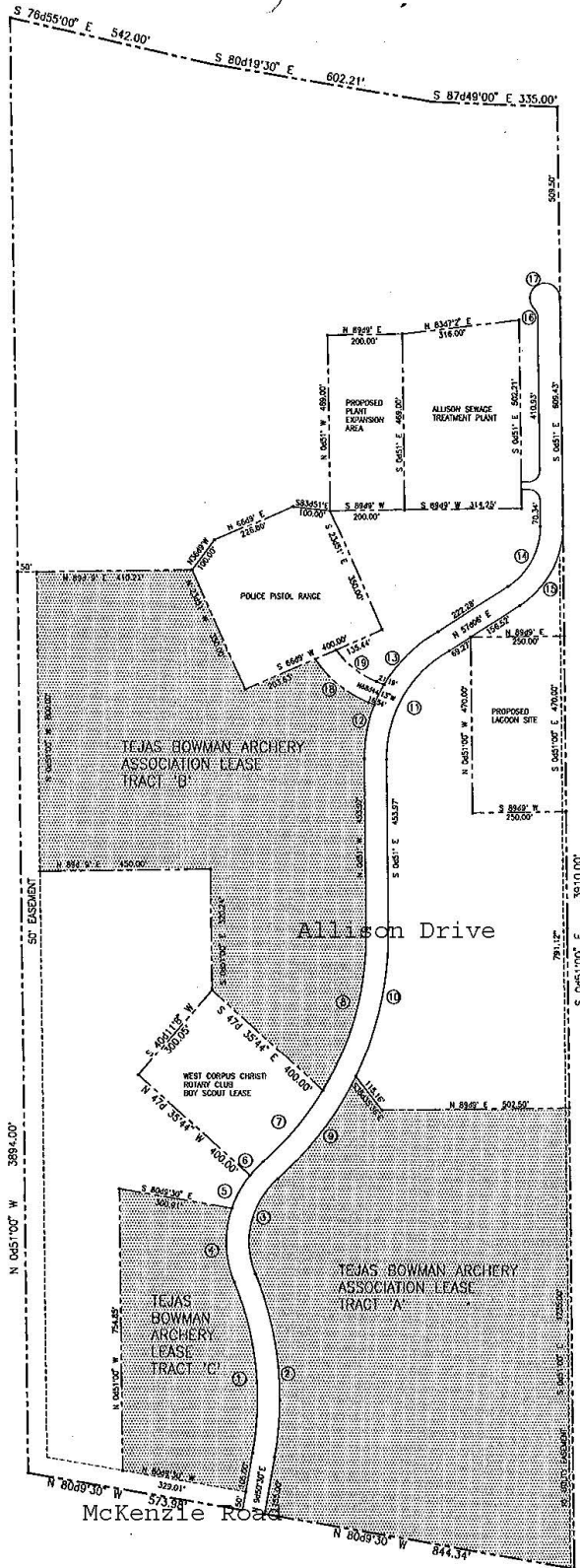
\_\_\_\_\_  
Drew Molly  
Interim Chief Operations Officer

Approved as to form:

\_\_\_\_\_  
Aimee Alcorn-Reed, Assistant City Attorney


\_\_\_\_\_  
Date

Exhibit A - Leased Premises



RADIUS CURVATURE LEGEND

| KEY | RADIUS | ANGLE     | KEY | RADIUS | ANGLE     |
|-----|--------|-----------|-----|--------|-----------|
| 1   | 830.0' | 32d7'57"  | 11  | 329.9' | 60d46'9"  |
| 2   | 890.0' | 32d7'57"  | 12  | 389.9' | 21d38'12" |
| 3   | 227.9' | 70d37'33" | 13  | 389.9' | 30d16'51" |
| 4   | 287.9' | 40d33'2"  | 14  | 190.0' | 57d57'0"  |
| 5   | 287.9' | 20d0'5"   | 15  | 250.0' | 57d57'0"  |
| 6   | 287.9' | 10d4'26"  | 16  | 28.28' | 45d0'5"   |
| 7   | 817.6' | 17d33'32" | 17  | 40.0'  | 225d0'5"  |
| 8   | 817.6' | 31d37'34" | 18  | 300.0' | 35d57'25" |
| 9   | 877.6' | 22d33'27" | 19  | 240.0' | 33d41'55" |
| 10  | 877.6' | 26d37'39" |     |        |           |



**Tejas Bowman Archery Association Lease**

DRAWN BY: M.A.A.

APPROVED BY: C.M.

City of Corpus Christi DATE SUBMITTED: April 25, 1997

Christi Park and Recreation Department Ad

**EXHIBIT B****INSURANCE REQUIREMENTS****I. Lessee Liability Insurance**

- A. Lessee must not commence work under this agreement until Lessee has obtained all insurance required herein and such insurance has been approved by the City. Lessee must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Lessee must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.

| <b>TYPE OF INSURANCE</b>  | <b>MINIMUM INSURANCE COVERAGE</b>  |
|---|--|
| <b>30-Day Written Notice of Cancellation required on all certificates or by applicable policy endorsements</b>  | <b>Bodily Injury and Property Damage<br/>Per Occurrence / Aggregate</b>  |
| Commercial General Liability including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/Completed Operations Hazard<br>4. Contractual Liability<br>5. Independent Contractor<br>6. Personal Injury | \$1,000,000 COMBINED SINGLE LIMIT  |
| LIQUOR LIABILITY<br><br>(Required When Selling Liquor/Alcohol)  | \$1,000,000 Per Occurrence   |
| HOST LIQUOR LIABILITY<br><br>Required When Alcohol is Served, Not Sold.<br>(Liquor Sales Requires Liquor Liability)   | \$1,000,000 Per Occurrence   |
| WORKERS' COMPENSATION<br><br>EMPLOYERS' LIABILITY   | <b>Applicable to paid employees</b><br><br>WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT<br><br>\$500,000/\$500,000/\$500,000 |

- C. In the event of accidents of any kind, the Lessee must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable when Lessee has paid employees: Lessee must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy with endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. Lessee's financial integrity is of interest to the City; therefore, subject to Lessee's right to maintain reasonable deductibles in such amounts as are approved by the City, 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. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Lessee shall be required to comply with any such requests and shall 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 Management  
P.O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 826-4555- Fax #

- 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:**
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects 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 suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal 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 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.

**Exhibit C**

**Lessee's Schedule of Activities, Hours and Terms of Operation,  
and Membership and User Fees**