

**ATM LEASE AGREEMENT
AT THE
CORPUS CHRISTI INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT ("Lease") is entered into by and between the City of Corpus Christi ("City") and the NavyArmy Community Credit Union ("Lessee").

WHEREAS, the City owns and operates the Corpus Christi International Airport ("Airport"), which includes both real property and improvements, with one complex of buildings known and referred to as the Airport's terminal ("Terminal");

WHEREAS, the City has determined that leasing space in the Terminal for placement of an automatic teller machine ("ATM") on the first and second floors of the Terminal is desired and appropriate to meet the needs of airline passengers within the Terminal; and

WHEREAS, Lessee has offered to provide two ATMs in the Terminal in exchange for two separate leased spaces (referred to as "Premises 1" and "Premises 2" when necessary in context; collectively, the two leased spaces are referred to as the "Leased Premises") and remittance by the Lessee of monthly rental fees.

NOW, THEREFORE, in consideration of the rental payments, undertakings, and covenants included in this Lease, the parties agree as follows:

SECTION 1 – PREMISES

1.1 The City leases a portion of the Airport to the Lessee, as such Airport is depicted on **Exhibit A-1**, which exhibit is attached to and incorporated into this Lease by reference. More specifically, the City grants to Lessee the right and privilege to install, operate, maintain, replace, and repair two ATMs inside the Terminal at the Airport and leases the space required for the same as shown in the attached **Exhibit A-2**, the content of such exhibit being incorporated by reference as if fully set out here in its entirety ("Leased Premises"). Each ATM space is 5' x 5', measuring approximately 25 square feet. Each space, denoted as Premises 1 and Premises 2, are located in the Terminal, with Premises 1 located on the lobby floor and Premises 2 located post-security on the second floor.

1.2 It is recognized by both parties that Terminal conditions may change the location(s) where such ATMs are installed in Premises 1 or 2, making it necessary and desirable for the benefit of the traveling public to revise, move, rearrange, or reconstruct part or all of the Terminal and/or the placement location(s). In such an event, it is agreed that the City shall have the right to move and redesignate Premises 1 and/or 2 to another location, provided the substituted premises are comparable to the previous premises and, provided further, that any such move for the convenience of the City shall be at no expense to the Lessee. In such event, Lessee will not be required to close down in its currently occupied premises until Lessee can move the ATM into the new premises.

SECTION 2 – TERM

The term of this Lease is five years, commencing April 1, 2022, and ending March 31, 2027. This Lease may be renewed for one additional five-year term upon the written approval of the City Manager or his designee ("City Manager"), and an authorized representative of Lessee.

SECTION 3 – FEES & PAYMENT

3.1 Lessee agrees to pay the City the monthly minimum amount of \$500 per ATM (\$1,000 aggregate) ("Aggregate Lease Fee"). In the event this Lease is renewed for an additional five-year term, the monthly minimum amount is \$575 per ATM (\$1,150 aggregate).

3.2 If an ATM is added or removed pursuant to the terms of this Lease, then the Aggregate Lease Fee will be increased or decreased accordingly, and the monthly amount due, following an addition or removal, is the applicable modified Aggregate Lease Fee for the ATMs based on the number of ATMs onsite.

3.3 The monthly Aggregate Lease Fee is due and payable on or before the 1st day of each month. Notwithstanding the foregoing and due to the initial communications testing requirements on each ATM prior to placing an ATM into service, payment of the Aggregate Lease Fee does not commence until the 1st day of the month next following installation of an ATM in either Premises 1 or 2.

3.4 Lessee shall determine the transaction surcharge fees for each ATM location and agrees not to charge more than \$3.50 per ATM transaction to the customers using the ATMs located at the Leased Premises.

SECTION 4 – FACILITIES & SERVICES TO BE PROVIDED BY CITY

The City shall:

- A. Provide adequate electrical service and heat, air conditioning, and ventilation to the Leased Premises.
- B. Maintain and repair utility, heating, and air conditioning systems supplied at the Leased Premises.
- C. Install the necessary power connections and conduit required for the use of the Leased Premises for the placement of the ATMs.

SECTION 5 – EQUIPMENT & SERVICES TO BE PROVIDED BY LESSEE

The Lessee shall:

- A. Provide, furnish, construct, install, operate, and maintain at its own expense all fixtures, furnishings, equipment, and related items necessary to the conduct of Lessee's ATM operation, except for those services to be performed by City as identified above in Section 6.C. All furnishings, equipment, and trade fixtures furnished and installed by Lessee shall remain the property of Lessee during the term of this Lease.
- B. Maintain at Lessee's expense all necessary equipment, electrical wiring, and telephone wiring within the Leased Premises for the operation of the ATMs. The cost of electrical

power over and above the amount required to provide normal and sufficient lighting to be at Lessee's expense.

- C. Provide necessary maintenance, repair and servicing of said machine in a timely manner.
- D. Ensure that access to Lessee's ATM machine complies with all applicable provisions of the Americans with Disabilities Act of 1990, as it may be amended from time to time.
- E. Upon mutual agreement of the parties, Lessee may add additional ATMs at any of the Leased Premises' locations.
- F. Provide new ATMs for the withdrawal of cash only.

SECTION 6 – INGRESS/EGRESS

Subject to the reasonable rules of the City, Lessee, its employees, servants, patrons, invitees, suppliers of materials and furnishers of services shall have the right of ingress to and egress from the Leased Premises.

SECTION 7 – SIGNS

The Lessee may operate the Lease Premises under any trademark, logo, or service mark permitted by applicable laws or regulations. The Lessee may install and maintain illuminated electric and other signs advertising the ATM business available from the Lessee and displaying such trademarks, logos and service marks, subject to the prior approval of the Aviation Director as to the dimensions, size, and type of connectivity of the signage, which approval shall not be unreasonably withheld.

SECTION 8 – NOTICES

8.1 All notices, statements, demands, requests, consents, approvals, and authorizations permitted or required under this Lease by either party to the other must be in writing and either hand-delivered or sent by certified mail, return receipt requested, with postage prepaid, and addressed as follows:

If to City: Corpus Christi International Airport
Attn: Director of Aviation
1000 International Drive
Corpus Christi, TX 78414

If to Lessee: NavyArmy Community Credit Union
Attn: President
P.O. Box 81349
Corpus Christi, Texas 78468-1349

8.2 Notice is deemed received on the day it is hand-delivered and on the third day if sent by certified mail.

SECTION 9 – ASSIGNMENT; SUBLETTING

This Lease cannot be assigned, transferred, pledged, or otherwise encumbered without the prior written approval of the City. Lessee shall not sublet the use or operation of any part of the Leased Premises nor shall the Leased Premises be utilized for any purpose other than the required performance by Lessee pursuant to this Lease without the prior written approval of the City Manager.

SECTION 10 – AMENDMENTS; SUBORDINATION

10.1 This Lease may be amended in writing by the City Manager and an authorized representative of Lessee. The terms of this Lease and any amendments to the same shall be binding upon the successors and approved assigns of the parties.

10.2 If the FAA or its successor agency requires modifications or amendments to this Lease as a condition precedent to the granting of funds to the City for Airport improvements, Lessee agrees to consent to the modifications or amendments to the Lease as may be reasonably required, provided, however, Lessee will not be required to pay any increased rent, change the use of the Leased Premises, or accept a relocation or reduction in size of the Leased Premises until Lessee and City have fully executed an amendment to this Lease that is mutually satisfactory to both parties regarding any terms or conditions of this Lease affected by said actions of the FAA.

10.3 This Lease is subordinate to the provisions of any existing or future agreement between the City, acting through the Airport, and the United States of America relating to the operation or maintenance of the Airport, where the execution of said agreement(s) is required as a condition to the expenditure of federal funds for the development of the Airport. If the effect of said agreement(s) with the United States, either under this subsection 16.3 or subsection 16.2 above, is to remove any or all of the Leased Premises from the control of the Airport or to substantially destroy the value of the Leased Premises, then this Lease shall terminate immediately without any further obligation on the part of City to the Lessee. It is understood and agreed that nothing contained in this Lease shall be construed to grant to Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Lessee shall have the right to exclusive possession of the Leased Premises.

SECTION 11 – INDEMNITY, INSURANCE & LIABILITY

11.1 Lessee agrees to indemnify and hold harmless the City and its officers, employees, representatives, and agents (collectively, “Indemnitees”) from all claims, actions, and suits of every kind and description brought against the Indemnitees or which may result from, or be on account of, any injury, loss, or damage received or sustained by any person, persons, or property by or from acts of the Lessee, in providing, servicing, or the use of an ATM pursuant to this Lease.

11.2 Lessee agrees to indemnify and hold harmless the Indemnitees against any claims or liability arising from or based upon the violation of any federal, state, or City law, regulation, or rule by Lessee, its employees,

agents, or representatives at or in any way pertaining to the Leased Premises and Lessee's operations.

11.3 In the event that damage by fire, flood, hurricane, or other natural disaster, or damage caused by an act of terrorism is sustained at any time to any portion of the Leased Premises, the City shall have the option to take one of the following actions:

A. Terminate this Lease, in which event the Aggregate Lease Fee payable by Lessee shall abate and any prepaid portion thereof will be refunded; or

B. Repair the damage within a reasonable time at the City's expense, subject to the availability of budgeted funds, in which event the Aggregate Lease Fee, or the monthly fee attributable to a single ATM if the damage only affects Premises 1 or 2 individually, shall abate for only so long a time as and only in the event the Leased Premises (or Premises 1 or 2, if a single ATM is affected) is in an untenable condition or the public is denied access to the Leased Premises, if wholly affected, or Premises 1 or 2.

11.4 Protection against loss by fire, flood, hurricane, other natural disaster, or an act of terrorism to Lessee's equipment, furniture, and fixtures, and the contents of the Leased Premises shall not at any time be an obligation of the City.

11.5 Lessee must provide insurance in the amounts and types of coverages required by the City's Risk Manager or the Risk Manager's designee ("Risk Manager") as are set out in the attached **Exhibit B**, the content of which is incorporated into this Lease as if set out herein in its entirety. Lessee must cause certificate(s) of insurance to be provided to the Aviation Director and Risk Manager not less than 30 days prior to the annual anniversary date of the effective date of this Lease. The Risk Manager will annually assess the level and types of insurance required by the Lessee. The Risk Manager may increase or decrease the level or types of insurance by giving Lessee notice not less than 60 days prior to the annual anniversary date of the effective date of the Lease. Lessee shall have 30 days to procure the changed insurance and provide written proof of insurance to the Aviation Director and Risk Manager.

SECTION 12 – TERMINATION BY CITY

12.1 In addition to any other termination rights contained in this Lease, the City shall have the right, upon 30 days' advance written notice to Lessee, except as may be otherwise provided in this section, to terminate this Lease at any time following the occurrence of any one or more of these events:

- A. Non-payment of any monthly fees due to the City under this Lease if such non-payment continues for a 10-day period following written notice to Lessee of such non-payment. In such event, termination shall be effective upon the expiration of the 10-day period.
- B. If any petition shall be filed by or against Lessee to declare it bankrupt or to delay, reduce, or modify its debts or obligations, if Lessee's property shall be made available for the benefit of creditors, or if a receiver or trustee is appointed for it or its property, the City may treat the occurrence of any one or more of the foregoing events as a breach of the Lease and thereupon may terminate the Lease without notice, and immediately enter and repossess the Leased Premises covered by this Lease.

- C. Abandonment by Lessee of the Leased Premises, or Premises 1 or 2, and discontinuance of ATM operations at the affected location for a period exceeding 30 days.
- D. Non-performance of any covenant of this Lease, excluding the covenant of payments as addressed in this section, and failure of Lessee to remedy such breach following receipt of written notice from the City of the existence of said breach and a reasonable opportunity to cure.
- E. Lessee becomes permanently deprived of the rights, powers, and privileges necessary to conduct proper operation of one or more of the ATMs specified in this Lease.
- F. Damage by fire, flood, hurricane, other natural disaster, or an act of terrorism to the Leased Premises, as addressed in Section 11 of this Lease.

SECTION 13 – TERMINATION BY LESSEE

13.1 In addition to any other termination rights contained in this Lease, this Lease is subject to termination by Lessee at any time following the occurrence of any one or more of these events:

- A. The permanent abandonment or closure of the Terminal building containing the Leased Premises;
- B. Issuance by any court of competent jurisdiction of an injunction that in any way prevents or restrains the use of Premises 1 or 2 and the remaining in force of such injunction for a period in excess of 90 days; or
- C. The default by the City in the performance of any covenant required to be performed by the City, and the failure of the City to remedy such default for a period of 30 days after receipt of written notice by Lessee to remedy the same; and

13.2 Upon termination of this Lease for any reason, Lessee at its sole cost and expense, shall remove from the Leased Premises and Terminal all equipment, trade fixtures, and all other items installed or placed in the Terminal. If Lessee shall fail to do so within 10 days of the date of termination, then, the City may undertake such removal and any required restoration of the Leased Premises at the sole cost and expense of Lessee, and Lessee agrees to pay the City such costs and expenses promptly upon receipt of a proper invoice.

SECTION 14 – DEPRIVATION OF LEASED PREMISES

14.1 If Lessee is deprived of any of the Leased Premises because the premises are rendered untenable or unfit for the uses and purposes contained in this Lease, without fault on the part of Lessee its employees, agents, or representatives, or if the public is denied normal access to the Leased Premises for any reason, the City shall make for such periods a proportionate abatement of the Aggregate Lease Fee due under this Lease.

14.2 If, within 90 days after the Leased Premises has been rendered untenable or unfit as above described or the public has been denied normal access to the Leased Premises, and the Leased Premises has not been repaired, reconstructed, or placed in operation, Lessee may give the City written notice of its intention to cancel this Lease in its entirety or as to the

Premises 1 or 2 as of the date of such damage, destruction, or denial of access without any liability or obligation being incurred thereby on the part of Lessee or the City.

SECTION 15 – NON-DISCRIMINATION; AFFIRMATIVE ACTION

15.1 Nondiscrimination-General. Lessee for itself, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Leased Premises; (2) in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) Lessee will cause to the best of its ability the Leased Premises to be in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152, Subpart E, Non Discrimination in Aid Program and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended, and with other applicable state or federal laws or regulations, as amended.

15.2 Nondiscrimination-Business Owner. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor (Lessee) agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The concessionaire or contractor (Lessee) agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and causes those businesses to similarly include the statements in further agreements.

15.3 Remedy for Breach. If the Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the court's decision, which may include the City's right to reenter the Leased Premises, retake possession thereof, and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

15.4 Affirmative Action. Lessee shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that subpart; (iii) that third parties otherwise retained by Lessee shall provide similar assurances to Lessee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. Lessee, at no expense to the City, shall comply with any applicable requirements of the Americans with Disabilities (ADA), as it may be amended, with respect to the Leased Premises and its improvements.

SECTION 16 – COMPLIANCE WITH LAWS

16.1 General. Lessee covenants to promptly observe, comply with and execute, and shall cause any sublessee to promptly observe, comply with and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Leased Premises. A material breach of this covenant, which is not remedied within any permitted cure period, may be cause for City's exercising its rights under the Lease. During any period of Lessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction, Lessee's inaction shall not be deemed a breach of this Lease.

16.2 Federal. Lessee shall comply with all applicable federal laws, rules, and regulations including, without limitation, the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts the U.S. Congress passes that apply to the uses and operations at the Leased Premises.

16.3 State and Local. Lessee shall comply with all applicable laws, rules, and regulations of the State of Texas. Lessee shall also comply with all applicable City ordinances, and rules and regulations promulgated by the Aviation Director.

SECTION 17 – ACCEPTANCE OF PREMISES DISCLAIMER

LESSEE ACKNOWLEDGES THAT IT IS LEASING THE LEASED PREMISES "AS IS" WITH ALL FAULTS INCLUDING, BUT NOT LIMITED TO, ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS, AND ANY OTHER HAZARDOUS MATERIALS AS MAY EXIST ON THE PREMISES AND THAT NEITHER CITY NOR ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH LEASED PREMISES. LESSEE ACKNOWLEDGES AND AGREES THAT LESSEE HAS BEEN PROVIDED, TO ITS SATISFACTION, THE OPPORTUNITY TO INSPECT THE LEASED PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LESSEE INTENDS TO PUT THE LEASED PREMISES AND IS RELYING ON ITS OWN INSPECTION. THIS LEASE IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD AND NOT OF RECORD APPLICABLE TO THE LEASED PREMISES.

SECTION 18 – FISCAL YEAR

By execution of this Lease, Lessee acknowledges that the continuation of any contract, (including this Lease, which requires the City to incur costs and expend resources), after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to budget approval and sufficient appropriations by the City Council for such contract item as an expenditure in the next fiscal budget. The City does not represent nor warrant to Lessee that a budget item providing for this Lease in any future fiscal budget will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget.

This Lease is executed in duplicate originals by the parties and is made effective upon the date of execution by the City Manager.

CITY OF CORPUS CHRISTI

**NAVYARMY COMMUNITY
CREDIT UNION**

City Manager or Designee

Authorized Representative

Printed Name

Printed Name

Date: _____

Date: _____

ATTEST:

Rebecca Huerta
City Secretary

Approved as to form:

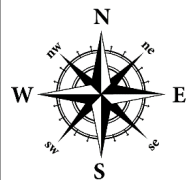
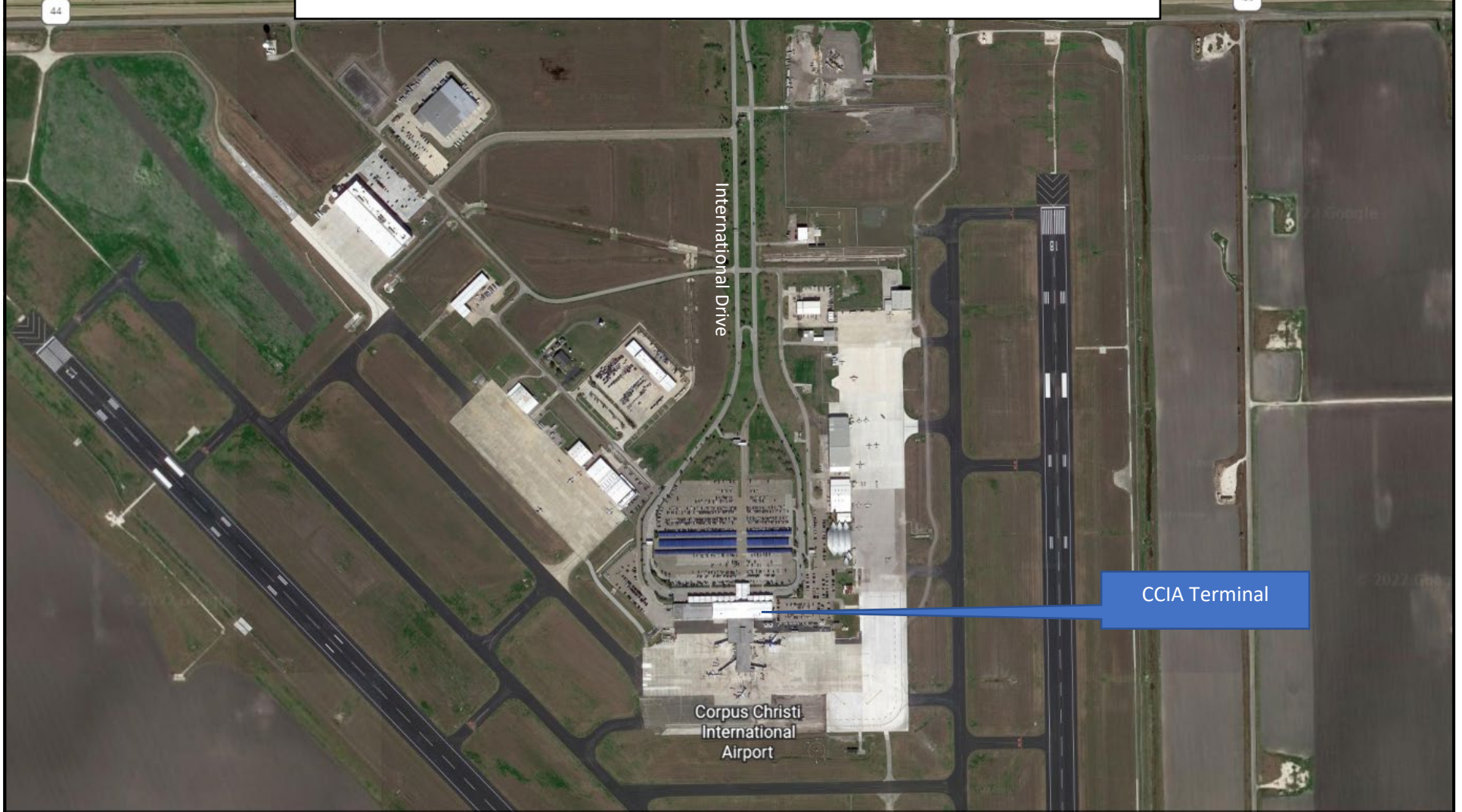
Assistant City Attorney

Date: _____

ATTACHED AND INCORPORATED BY REFERENCE:

- Exhibit A-1 – Corpus Christi International Airport (Aerial Photo)
- Exhibit A-2 – Leased Premises (Graphic)
- Exhibit B – Insurance Requirements

NAVYARMY COMMUNITY CREDIT UNION (NACCU) ATM LOCATIONS



CORPUS CHRISTI INTERNATIONAL AIRPORT

EXHIBIT A-1
NACCU ATM LOCATIONS
LEASED PREMISES
1000 International Drive

Prepared by: GMS

Approved by: KEVIN SMITH

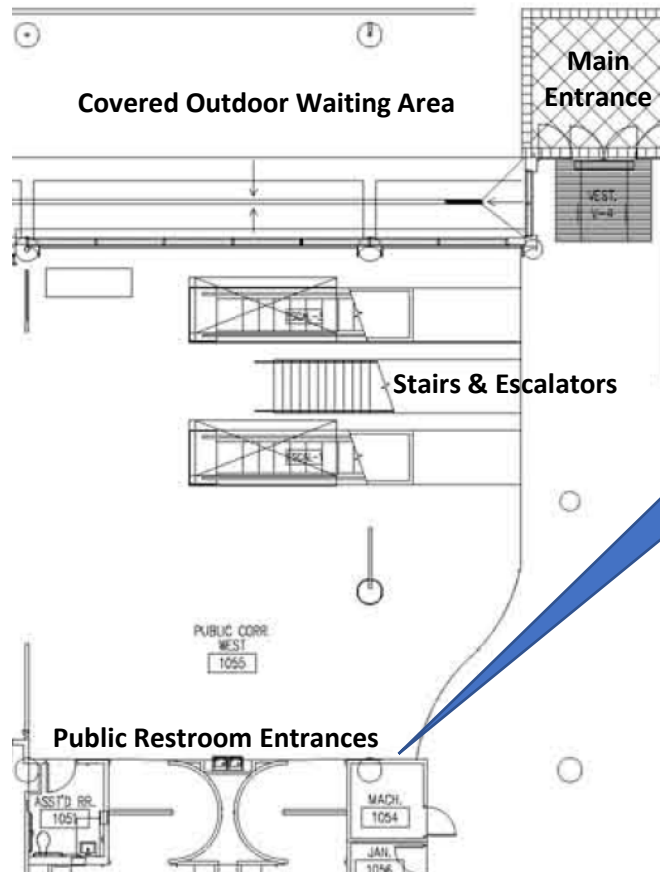
Not to Scale

Sheet No.: 1 of 1

Date: 02/28/2022

NAVYARMY COMMUNITY CREDIT UNION (NACCU) ATM LOCATIONS

First Floor in Non-Secured Area Premise 1



Between
escalator and
public
restrooms.

Second Floor in Secured Area Premise 2



Between current
coffee shop and
gift shop, next to
structural pillar.



CORPUS CHRISTI INTERNATIONAL AIRPORT

EXHIBIT A-2
NACCU ATM LOCATIONS
LEASED PREMISES
1000 International Drive

Prepared by: **GMS**

Approved by: **KEVIN SMITH**

Not to Scale

Sheet No.: 1 of 1

Date: **03/11/2022**

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 Agency has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administer 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
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 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 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 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 will 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 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 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.

2022 Insurance Requirements

Ins. Req. Exhibit **5-A**

Leases of City Property – Leases of City Real Property

02/18/2022; revised 2/21/2022 Risk Management – Legal Dept.

Note: Exhibit Applies to Lease Space Only

Exhibit Does Not Apply to Installation or Construction