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**LEASE AGREEMENT WITH ESPEJO HELICOPTERS, LLC REGARDING USE OF  
AREA OUT OF THE WATER'S EDGE PARK FOR RECREATIONAL SIGHTSEEING  
TOURS**

**THE STATE OF TEXAS   §**

**COUNTY OF NUECES   §**

**WHEREAS, Espejo Helicopters, LLC** ("Lessee") desires to use certain area of The Water's Edge Park located in Corpus Christi, Texas, to conduct its non-stop commercial helicopter air tours within 25 statute miles and to serve as its location for takeoff, landing, boarding and temporary business operations to provide recreational sightseeing tours;

**WHEREAS,** Espejo Helicopters, LLC has been issued Letter of Authorization by the Federal Aviation Administration effective August 30, 2017, to conduct commercial air tour operations under 14 CFR Section 91.147, and a copy of said Letter of Authorization is attached as **Exhibit A**;

**NOW, THEREFORE,** the City, and Lessee agree as follows:

**Section 1. Premises.** The City leases the use of Premises described herein to Lessee, under the terms and conditions contained herein.

**Section 2. Definitions.** Whenever used in this Lease, the following terms shall have the meanings ascribed to them as set forth in this paragraph, to wit:

- A. **City** shall mean the City of Corpus Christi, a Texas home-rule municipal corporation.
- B. **City Manager** shall mean the City Manager of the City, or City Manager's designee.
- C. **Director** shall mean the City of Corpus Christi Director of Parks and Recreation or designee.
- D. **Effective Date** shall mean May 18, , 2018 or date of final City approval, whichever ever occurs last.
- E. **Gross Revenues** shall mean the total amount of money or the value of any other considerations received by Licensee or by Licensee's officers, agents, employees, invitees, or subcontractors, for any purpose related to use of Premises, including but not limited to, ride fare and merchandise sales.
- F. **Improvements** shall mean any construction at the Premises by Lessee or Lessee's contractor.
- G. **Lease or Agreement** shall mean this document as executed by both parties.

H. **Lessee** shall mean Espejo Helicopters, LLC, a Texas limited liability corporation.

I. **Premises** shall mean a tract or parcel of land approximate acreage of ----- acres as shown on the attached **Exhibit B, which includes use of the gazebo on the Premises. Lessee agrees to provide the metes and bounds exhibit to be attached as Exhibit B.**

**Section 3. Purpose.** The purpose of this Agreement is for Lessee to construct and operate and maintain, at its sole responsibility and sole expense, a helicopter takeoff and landing facility constructed and operated by Lessee in accordance with applicable Federal, State and local laws and regulations, to be located at the Premises, for sole use by Lessee to conduct recreational sightseeing tours. In addition, may utilize the Premises for temporary business operations including sale of the following types of related merchandise: hats, T-shirts and souvenirs. Any other uses by Lessee are prohibited.

**Section 4. Term.**

This Agreement shall commence on the Effective Date and continues until October 31, 2019 unless earlier terminated as herein provided.

**Section 5. Preparation for the Premises.**

A. Lessee's site plan for the Premises is attached as **Exhibit C.**

B. Lessee is responsible to ensure that its use of the Premises is conducted in accordance with all applicable Federal, State, and Local laws, ordinances and regulations, including but not limited to all applicable Federal Aviation Administration ("FAA") regulations such as FAA Advisory Circular AC No: 150/5390-2C, *Heliport Design*, and Federal Aviation Regulation Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airport*.

C. Lessee shall not construct nor install any improvements at the Premises other than a temporary fence to be installed and removed in accordance with the following procedure:

No digging shall occur at the Premises.

The temporary fencing will be installed as follows:

D. Prior to commencing any such construction, the Lessee shall provide insurance as required by Exhibit D.

E. Lessee shall be solely responsible to ensure that its use at the Premises is in compliance with all applicable Federal, State, and local laws and regulations, including City building codes and zoning regulations.



F. Lessee shall discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of Lessee as such obligations mature. Lessee expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic's or materialmen's lien upon the City's property or upon any Improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a mechanic's or materialmen's lien against the City's property or Improvements thereon, and Lessee shall discharge any such lien within thirty (30) days after notice of filing thereof.

G. During the preparation of the Premises for this Agreement, , City's duly authorized representative may enter upon the Premises and make such inspections as City deems reasonably necessary.

H. Lessee shall be responsible to obtain all required City permits including but not limited to traffic, building and construction permits.

I. Prior to any flights from or to the Premises, Lessee is solely responsible to obtain and maintain all required Federal, State, and Local permits concerning the operations at the Premises, including but not limited to the following:

- i) Vertical Take Off and Landing ("VTOL") Aircraft Operating Permit issued by the City of Corpus Christi in form as shown in attached and incorporated **Exhibit E**; and
- ii) Federal Aviation Administration ("FAA") notice of approval in response to Lessee's submittal of FAA Form 7480 Notice of Landing Area Proposal and FAA Form 5010.

J. Lessee must maintain all permits required to conduct flights from and to the Premises. Lessee shall immediately notify the Director of Parks and Recreation of any disputes or issues regarding status of any permits. Lessee shall provide the Director of Parks and Recreation with a copy of all required permits prior to Lessee's use of the Premises.

## **Section 6. Operations at the Premises**

A. Lessee's sole use of the Premises is to serve as Lessee's location for its takeoff, landing, boarding and temporary business operations to conduct non-stop recreational sightseeing air tours within 25 statute miles. . Hours of operation are limited to 30 minutes before sunrise to 30 minutes after sunset. Any FAA changes to the Lessee's Certificate of Authorization may require alteration to the Lessee's use of the Premises with notification to Director.

B. All aircraft used the Premises shall be property of Lessee or leased to Lessee with current inspections issued by the Federal Aviation Administration.

C. Each pilot landing at or taking off from the Premises shall be employee of Lessee, with a current commercial pilot license issued by the Federal Aviation Administration.

D. Lessee shall consult with Director to identify its hours of operation. Lessee agrees to not operate from the Premises during scheduled Special Events nor during any other dates identified by the Director. For purposes of this agreement, a "scheduled Special Event" is any event authorized under City permit or lease that may require temporary use of the Premises. During times when the Premises is not available due to scheduled Special Event, Director will attempt to identify another temporary suitable location for the Licensee's use that meets the Federal, State, and Local laws, ordinances and regulations.

E. Lessee shall conduct all activities in accordance with all applicable Federal, State, Local laws, ordinances and regulations.

**F. Lessee assumes full and sole responsibility to ensure that Lessee's planned activities can be conducted by Lessee at the Premises pursuant to all applicable Federal, State, and Local laws, codes and regulations. City disclaims any warranty regarding Lessee's intended use of the Premises.**

G. Lessee shall be solely responsible to obtain and maintain all required Federal, State, and Local permits concerning the operations at the Premises, including but not limited to, any permits required by City Ordinance such as the attached **Exhibit E**. Lessee must provide the Director with a copy of the approved VTOL Permit as described in Exhibit E.

H. Lessee is solely and exclusively responsible for all its activities on the Premises. The City has no responsibility for safety or any activity on the Premises. Lessee is solely responsible for safety of all of Lessee's activities on or off the Premises.

I. Lessee must maintain and keep the Premises including Improvements in good condition however City agrees to mow the Premises. Lessee agrees to:

(1) Lessee shall pick up and properly dispose of litter on daily basis.

(2) Lessee shall keep the Premises (including any buildings, temporary or permanent) clean, sanitary, operational and in good repair, including but not limited to cleaning and maintaining interior and exterior of any building(s) at the Premises.

(3) Lessee must immediately report any vandalism to the Parks Director or designee and Corpus Christi Police Department. City is not responsible to repair or replace any damages to the Property or Improvements.

J. Utilities. City will be responsible for utilities at the Premises.

K. Fueling and aircraft/vehicle maintenance are prohibited at the Premises. All activities at the Premises must be consistent with City zoning regulations.

L. City agrees to provide Lessee with wording to be used by Lessee when Lessee conducts City bayfront tours or any other aerial tours of City property.



**Section 7. Consideration, Financial Records and Audit**

- A. As consideration for use of the Premises, Lessee agrees to pay the City monthly rent as follows: Lessee shall pay City five percent of Gross Revenues.
- B. All payments are due by the tenth of each month, to be paid to the address as directed by the City Director of Parks and Recreation. Late payments accrue interest at rate of ten percent per month from the date the payment became due.
- C. Lessee must maintain all financial records and receipts for at least five (5) years from the expiration of this Agreement. City has right to inspect and audit financial records of Lessee during regular business hours. Financial records include but it not limited to, all documents related to the conduct of the operations, such as general ledgers, accounts receivables and payables, sales journals, inventory records, daily and periodic summary reports, cash register and computer terminal tapes, bank deposit slips, bank statements, tax reports to the State and Federal agencies, and receipts.
- D. Lessee must furnish City Director with monthly statements of Gross Revenues, certified by an authorized officer of Lessee, in accordance with generally accepted accounting principles and procedures, and in a form approved by the City Director of Financial Services.
- E. As additional consideration, Lessee agrees to provide up to two rides a year, at no cost, to be used for official City purposes such as updating aerial photographs of the Bayfront or other City properties.

**Section 8. Damage or Destruction**

In the event of damage or destruction to the Improvements or Leased Premises, City shall have no obligation to repair or rebuild the Improvements or Leased Premises or any fixtures, equipment or other personal property installed by Lessee, but City shall attempt to identify another suitable location for Lessee's use. If such damage or destruction renders the Improvements or Premises unusable or unsafe as determined by the City Manager in the City Manager's sole discretion, then upon City Manager's written notice to Lessee, this Agreement terminates immediately without penalty to the City.

**Section 9. Termination.**

In addition to provisions set forth elsewhere in this Agreement, the Agreement may be terminated as follows:

- (A) If there is noncompliance with one or more of the provisions contained herein, the City Director of Parks and Recreation may give Lessee written notice to cure or begin curing the default(s) within thirty (30) days of receipt of the notice. If Lessee is not in compliance or in substantial compliance with each provision identified by the City Director of Parks and Recreation within thirty

(30) days of receiving said notice, or if such noncompliance reasonably requires additional time if Lessee is not proceeding diligently with curing the default(s), the City Manager may terminate this Agreement for cause without penalty by providing written notice of termination and listing one or more areas of continued noncompliance.

- (B) Either City Manager or Lessee may terminate this Agreement without cause and without penalty at any time by giving thirty (30) days written notice to the non-terminating party.
- (C) In the event any permit issued to Lessee is expired or cancelled, this Lease automatically terminates without any further action of the City and Lessee must cease all operations at the Premises. Lessee may request and obtain reinstatement of this Agreement upon evidence of current permit status with written permission of the City Director of Parks and Recreation.

#### **Section 10. Surrender.**

Upon termination of this Agreement, Lessee shall return the Premises to City in as good condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where Lessee is without fault, excepted. Any personal property remaining at the Premises at the termination of this Agreement may be removed and disposed by the City, with costs of removal and disposal to be paid by Lessee within 30 days of receipt of invoice.

#### **Section 11. Alterations.**

Lessee may not make any alterations, additions or improvements, to, in or about the Premises without prior written consent of the Parks Director. All approved alterations, improvements, and additions made by Lessee upon the Leased Premises, although at Lessee's expense, shall become the property of the City in fee simple without any other action or process of law at the end of this Agreement.

#### **Section 12 Tax.**

Lessee shall be responsible for timely payment of all taxes, special assessments, or levies, if any, assessed during the term of this Agreement, against or relating to this Agreement, the Premises or Improvements, including ad valorem taxes pursuant to the Texas Property Tax Code, throughout term of this Agreement. Lessee shall be responsible to timely collect and remit any applicable sales taxes. Lessee must provide proof of payment upon request of Parks Director.

#### **Section 13. Assignment and Subleasing.**

Lessee must not assign, encumber or sublease this Agreement, without prior written consent of the City Manager. Any attempted assignment or sublet without prior written consent renders this Agreement void.



**Section 14. Signs.**

- (A) Lessee must not exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering (**Signs**) on the Premises or on any Improvements without the Director's prior written approval. Lessee shall provide the Director at least 30 days to consider Lessee's requested signage.
- (B) If Signs are approved, the Director, in writing, may require Lessee to remove, repair, or repaint any Signs. If the Signs are not removed, repaired, or repainted within ten (10) days of the Director's written demand, the City may do or cause the work to be done, and Lessee must pay the City's costs within thirty (30) days of receipt of Director's invoice. Failure to pay the City's costs within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Agreement.

**Section 15. Advertising.**

The Director has the right to prohibit any advertising by Lessee which impairs the reputation of the Premises or the City.

**Section 16. Security.** Lessee shall contract and pay for any and all security it requires at the Premises during the term of this Agreement.

**Section 17. Inspection.**

The City Manager and the Director, or their respective designee, has the right to inspect the Premises and/or the Improvements at any time during the term of this Agreement. If an inspection reveals that maintenance is not being properly carried out, the Director, or his designee, may provide written notice to Lessee demanding compliance. If Lessee has not complied within five (5) days after receipt of the demand, the City may undertake the work and Lessee shall pay the City's cost plus ten percent (10%) overhead within thirty (30) days of receipt of the Director's invoice. Failure to pay the City's invoice for maintenance within thirty (30) days of receipt of the invoice constitutes grounds for termination of this Agreement. Alternatively, the City may elect to terminate this Agreement after ten (10) days written notice to Lessee.

**Section 18. Non-Discrimination.** Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. shall be responsible to ensure that all passengers comply with applicable safety precautions established by the helicopter manufacturer.

**Section 19. Compliance with Laws.**

- (A) Lessee must comply with all Federal, State, and local government permits, laws, rules, regulations, and ordinances, which may be applicable to its operation at the Premises and its performance under this Agreement. This Agreement is also subject to applicable provisions of the City Charter.
- (B) All actions brought to enforce compliance with any law or to enforce any provision of this Agreement will be brought in Nueces County where this Agreement was executed and will be performed.
- (C) Lessee shall immediately provide Parks Director with copy of any claim or notice of violation received from any Federal, State or local government agency.

**Section 20. Costs.** Noncompliance with the terms herein may result in termination of this Agreement and repossession of the Premises and its Improvements by the City or its agents. If the City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Lessee must pay all of the City's court costs and expenses, including reasonable attorneys' fees.

**Section 21. Indemnity.** *Lessee covenants to fully defend, indemnify, save, and hold harmless the City of Corpus Christi, its officers, employees, representatives, and agents (collectively, Indemnitees) from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments 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 kind whatsoever, to the extent any damage or injury 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) the existence, use, operation, maintenance, alteration, or repair of Premises; (2) Lessee's operations or use at or from the Premises; (3) the exercise of rights under this Agreement; (4) any act or omission, negligence, or misconduct on the part of any persons having involvement in, participation with, or business related to, the Premises, Lessee, or the Lessee's business at or from the Premises; (5) any act or omission, negligence or misconduct of any other person whether authorized with the express or implied invitation or permission of Lessee (collectively, Lessee's Invitees) entering upon the Premises or its*



***Improvements pursuant to this Agreement, or trespassers entering upon the Premises or its Improvements during Lessee's use or physical occupation of the Premises; or (5) due to any of the hazards associated with helicopter tours, as a spectator or participant, and including any injury or damage in any other way and including all expenses arising from litigation, court costs, and attorneys fees, which arise, or are claimed to arise from, 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 Agreement, 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 based thereon with counsel satisfactory to Indemnitees, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, demand, claim, or action.***

## **Section 22. Insurance.**

- (A) Lessee must secure and maintain at Lessee's expense, during the term of this Agreement, a Commercial General Liability insurance policy with the limits and requirements shown on **Exhibit F**, which is attached hereto and incorporated herein by reference. Failure to maintain such insurance at the limits and requirements shown on **Exhibit F** constitutes grounds for termination of this Agreement.
- (B) Lessee must provide proof, by Certificate of Insurance meeting the limits and requirements set out in Exhibit F, to the Director and Risk Management or designee prior to commencing use of the Premises under this Agreement.
- (C) Lessee must provide the Director and Risk Management thirty (30) days written notice of cancellation, intent not to renew, or material change of any insurance coverages required herein.
- (D) Lessee shall, during the term of this Agreement, provide copies of all insurance policies to the City Manager or the Director upon written request.
- (E) Lessee shall, prior to any addition or alteration to the Premises or to the Improvements, obtain clearance, in writing, from Risk Management.
- (F) Lessee owns all automobile vehicles used in its operations at the Premises. Lessee agrees to notify City Risk Manager prior to utilizing any hired, leased, rented or non-owned vehicles so that the insurance exhibit may be updated.

### **Section 23. Furniture, Fixtures and Equipment.**

City has no responsibility to furnish any equipment or furnishings for Lessee. Parks Director retains right to approve all furnishings, and fixtures that may be installed in the Premises, prior to installation. At end of the Agreement, any property remaining on the Premises shall revert to the City for the City's use or disposal.

### **Section 24. Director's Right to Access Premises.**

Lessee shall provide Parks Director with keys to the Premises and a current contact list in event of emergency. Parks Director and designee have right to enter the Premises during regular hours of operation or at anytime in an emergency.

**Section 25. Appropriations.** Lessee recognizes that the continuation of any expenditure by the City, after the close of any fiscal year of the City, shall be subject to appropriations and budget approval providing for such expense as an expenditure in said budget. The City does not represent that said budget item will be actually adopted, said determination being within the sole discretion of the City Council at the time of adoption of such budget.

**Section 26. Warranty of Title.** City does not warrant its title to the Premises. This agreement and the rights and privileges granted Lessee in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent.

### **Section 27. Notices.**

All notices, demands, requests, or replies provided for or permitted, under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or, (3) by deposit with an overnight express delivery service, for which service has been prepaid. 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 overnight express delivery service will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. All such communications must only be made to the following:

#### **IF TO CITY**

City of Corpus Christi  
Attn: Director of Park & Recreation  
P. O. Box 9277  
Corpus Christi, TX 78469-9277  
(361) 880-3461

#### **IF TO LESSEE:**

Espejo Helicopters, LLC  
Attn: President  
101 N. Shoreline  
Corpus Christi, TX 78401

Either party may change the address to which notice is sent by using a method set out above. Lessee will notify the City of an address change within thirty (30) days after the address is changed.



**Section 28. Amendments.** No alterations, changes, or modifications of the terms of this Agreement nor the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party. The City Manager is authorized to execute amendments which do not change the essential purpose of this Agreement.

**Section 29. Waiver.**

- (A) The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder.
- (B) No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- (C) If any action by the Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.
- (D) Any waiver or indulgence of Lessee's default of any provision of this Agreement shall not be considered an estoppel against the City. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of City to promptly avail itself of said rights and remedies which the City may have will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies or elect to terminate this Agreement on account of said default.

**Section 30. Force Majeure.** No party to this Agreement will be liable for failures or delays in performance due to any cause beyond their control including, without limitation, any failures or delays 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 rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

**Section 31. Acceptance of Premises Disclaimer.**

**A. 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 THE CITY, HAS MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES.**

**B. LESSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, AND 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 AGREEMENT. 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 PUT THE PREMISES, AND IS RELYING ON ITS OWN INSPECTION.**

**C. THIS LEASE IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD AND NOT OF RECORD APPLICABLE TO THE PREMISES.**

**D. LESSEE ACKNOWLEDGES THAT ANY AND ALL STRUCTURES AND IMPROVEMENTS EXISTING ON THE PREMISES ON THE EFFECTIVE DATE, IF ANY, ARE ACCEPTED "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO ANY EXISTING STRUCTURES OR IMPROVEMENTS, BUT IS RELYING ON ITS EXAMINATION THEREOF.**

**E. LESSEE ASSUMES FULL RESPONSIBILITY AND COST TO OBTAIN NECESSARY ZONING AMENDMENT PRIOR TO LESSEE'S USE OF THE PREMISES**

**F. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

**Section 32. Publication.** Lessee agrees to pay the cost of newspaper publication of this Agreement and related ordinance as required by the City Charter.

**Section 33. Captions.** The captions in this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement.

**Section 34. Severability.**



- A. If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement 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 Agreement, 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 Agreement 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 Agreement, then the remainder of this Agreement is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

**Section 35 Disclosure of Interests.** Licensee agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract. Licensee 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>. Licensee 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 36. Complaint Notice.** Lessee will post a notice at Premises, in a form approved by the **Parks Director**, that if any customer, participant or spectator has any complaints or concerns they may contact the City at 880-3461 and talk to the **Parks Director**, or designee.

Executed in duplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF CORPUS CHRISTI

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
City Manager

LESSEE:

By: [Signature]

Name: Thomas A. Gates Jr.

Title: Partner

Date: April 26, 2018

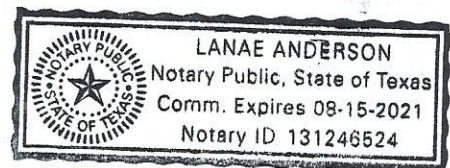
STATE OF TEXAS     §  
                                     §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on the 26 day of April, 2018, by Thomas A. Gates, as the Owner, for Espejo Helicopters, LLC, a Texas limited liability corporation, on behalf of the corporation.

Notary Public, State of Texas: Lanae Anderson

Printed Name: Lanae Anderson

Commission expires: 8/15/21







U.S. Department  
of Transportation  
Federal Aviation  
Administration

Exhibit A

**14 CFR Part 91 Operations**

**Letter of Authorization**  
Summary of Authorizations

The operator, in accordance with the reference documents, is authorized to:

Conduct commercial air tour operations under 14 CFR Section 91.147.

Reference  
Paragraphs  
A049

HQ Control: 08/31/2004

HQ Revision: 000

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Randolph P Loveless, Manager (SW17)  
[1] EFFECTIVE DATE: 8/30/2017, [2] AMENDMENT #: 0  
DATE: 2017.08.30 09:48:20 -05:00

I hereby accept and receive this Waiver or Authorization.

9-7-17

Gates, Thomas A., Jr., Resp Pers-Air Tours Bus. Mgmt Date



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Exhibit A cont.

## 14 CFR Part 91 Operations

### **Letter of Authorization** **Commercial Air Tour Operations Authorization and** **Antidrug and Alcohol Misuse Prevention Program Registration**

1. The operator, Espejo Helicopters, that is documented at the end of this Letter of Authorization (LOA), is authorized to conduct commercial air tour operations under Title 14 Code of Federal Regulations (CFR) Section 91.147 in accordance with the limitations and provisions of this LOA and is subject to the condition that all operations are conducted within the applicable airspace.

The operator is authorized to use only the business name which appears in subparagraph 1., above, to conduct the commercial air tour operations described in this authorization.

2. Authorized Aircraft. The aircraft used for Section 91.147 commercial air tour operations are listed in Table 1 below:

Table 1 – Aircraft Authorized for Commercial Air Tour Operations Under Section 91.147

Aircraft M/M/S	Aircraft Registration No.
R-44-44	N883PM

3. The commercial air tour operator has the following agreements with other parts of the FAA including air traffic or associations outside of the FAA. The documentation of these agreements below does not imply nor require that the agreements are authorized by the Flight Standards principal inspector. (If there are no agreements, enter N/A in Table 2.)

Table 2 - Agreements with Other Parts of the FAA or Associations outside of the FAA

Kind of or Description of Agreement	FAA or Other Association
N/A	N/A

4. Antidrug and Alcohol Misuse Prevention Program Registration. The operator certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug Testing and Alcohol Misuse Prevention Program. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 3 below (*This should be the company location where the Drug Abatement Compliance and Enforcement Inspectors will conduct the inspection and not the consortium, lab, or third party administrator*):

Table 3 - Registration and Record Location for the Antidrug and Alcohol Misuse Prevention Program Registration

Location of Antidrug and Alcohol Misuse Prevention Program Records:	Telephone Number:
---	-------------------





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Exhibit A cont.  
**14 CFR Part 91 Operations**

Address:	Analytical Testing	(361) 289-8222
Address:	2209 North Padre Island Drive STE O	
City:	Corpus Christi	
State:	TX	
Zip code:	78408	

(a) All Antidrug and Alcohol Misuse Prevention Program inspections, guidance and enforcement activity will be conducted exclusively by the Drug Abatement Division of the FAA. All questions regarding this program should be directed to the Drug Abatement Division.

(b) The operator must implement its Antidrug and Alcohol Misuse Prevention Program fully in accordance with 14 CFR Part 120 and 49 CFR Part 40.

(c) The operator is responsible for ensuring that its contractors who perform safety-sensitive work for the operator are subject to an Antidrug and Alcohol Misuse Prevention Program.

(d) The operator is responsible for updating this registration when any of the following changes occur:

(1) Location or phone number where the Antidrug and Alcohol Misuse Prevention Records are kept.

(2) If the operator's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.

(e) The operator with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA. The operator with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

(f) The operator has fewer than 50 safety-sensitive employees.

5. Responsible Person. The Responsible Person for commercial air tour operations may be either an agent for service (who must be a U.S. citizen) or a person who accepts responsibility for complying with the stated regulations by signing this document.

(a) If the Responsible Person signing this LOA relinquishes responsibility, this LOA becomes invalid.

(b) Enter the name, e mail address, and telephone number in Table 4 of the person responsible for the management of the business and the person responsible for the aircraft maintenance.

Table 4 - Responsible Persons

Name	Responsibility	E-mail Address	Telephone Number
Wade, Bryan C.	Aircraft Maintenance	caleb@espejohelicopters.com	575-302-0386



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Exhibit A cont.  
14 CFR Part 91 Operations

Name	Responsibility	E-mail Address	Telephone Number
Gates, Thomas A. Jr.	Business Management	tgates772@gmail.com	817-266-8177

6. If the operator conducts overflights of National Parks and/or Abutting Tribal Lands in its commercial air tour operations per 14 CFR Section 136.37 that requires specific authorization, LOA/OpSpec B057 must also be issued.

HQ Control: 07/17/2009

HQ Revision: 01a

This Waiver or Authorization is Issued by the Federal Aviation Administration and approved by direction of the Administrator.



Digitally signed by Randolph P Loveless, Manager (SW17)  
[1] EFFECTIVE DATE: 8/30/2017, [2] AMENDMENT #: 0  
DATE: 2017.08.30 09:49:33 -05:00

I hereby accept and receive this Waiver or Authorization.

9-7-17

Gates, Thomas A., Jr., Resp Pers-Air Tours Bus. Mgmt Date



Exhibit B





EXHIBIT C

LESSEE'S SITE PLAN FOR THE PREMISES





**EXHIBIT D****INSURANCE REQUIREMENTS****I. CONTRACTOR'S LIABILITY INSURANCE**

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Engineering, 2 copies 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.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned	\$1,000,000 Combined Single Limit
UMBRELLA/EXCESS LIABILITY	\$1,000,000 Per Occurrence
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor 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, Contractor 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 Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor'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. Contractor 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. Contractor 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. **Contractor 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 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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 Contractor'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 Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor'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.

2018 Insurance Requirements

Legal Dept. - Construct, Operate and Maintain a Helicopter Takeoff and Landing Facility

Water's Edge Bayfront Park – Old City Hall Site

01/22/2018 sw Risk Management

Revised 3/27/2018

**EXHIBIT E**  
**CORPUS CHRISTI INTERNATIONAL AIRPORT**  
**CITY OF CORPUS CHRISTI**  
**Application for VTOL Aircraft Operating Permit**

For the consideration of this operating permit I agree to waive all claims against the City of Corpus Christi, the Department of Aviation, and their officers, agents or representatives for any property damage or personal injuries of any kind, including those caused by negligence, which may occur during the operation of the aircraft listed below from the proposed operating base. The Corpus Christi International Airport and the City of Corpus Christi do not maintain and inspect any areas outside of the Air Operations Area of the Corpus Christi International Airport to FAR Part 139 standards.

I hereby acknowledge that I have coordinated the operation of the VTOL aircraft with the FAA Air Traffic Control Tower and that the aircraft will be operated in compliance with applicable FAA regulations.

I hereby release and agree to indemnify and hold harmless the City, Department of Aviation, and its officers, agents or representatives from any and all action, causes of actions, claims, demands, costs or damages arising from or resulting from property damage arising from or resulting from property damage, personal injuries or death which may occur during the operation of the above aircraft.

In accordance with chapter 9 of the City of Corpus Christi Code of Ordinances the following individual/organizational entity herein applies for **VTOL Aircraft Operating Permit**:

1. Name/DBA: Espejo Helicopters, LLC
2. Name of Principle Owner/Operator: Thomas A. Gates, Jr.
3. Address: 101 N. Shoreline Blvd., Ste. 400  
Corpus Christi, TX 78401
4. Telephone: 361-500-4981
5. Date and Time of VTOL Aircraft Operation:
6. Location of Proposed VTOL Aircraft Operation:
7. Approach and Departure Paths:
8. Applicant's Coordination with Air Traffic Control:



9. Applicant's Security Plan:

10. Fueling Plan:

11. Proof of Insurance:

12. Purpose of VTOL Aircraft Operation:

---

Signature of Applicant

Date

I have reviewed the above **Application for VTOL Aircraft Operating Permit** and **approve**  
\_\_\_\_\_ **deny** \_\_\_\_\_ the permit for the period of \_\_\_\_\_.

---

Signature of Airport Director

Date

Reason for Denial: \_\_\_\_\_

**EXHIBIT F****LESSEE'S INSURANCE TO CONDUCT ITS OPERATIONS AT THE PREMISES**

GLOBAL INSURANCE &amp; INVESTMENTS

3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326**Certificate of Insurance**

Certificate Holder: CITY OF CORPUS CHRISTI  
ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

Named Insured: ESPEJO HELICOPTERS, LLC  
101 N. SHORELINE BLVD SUITE 400  
CORPUS CHRISTI, TX 78401

Policy Period: From MAY 7, 2017 To MAY 7, 2018  
 Policy Number: 1000318556-02  
 Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	Limits of Insurance
Each Occurrence Limit	\$ <u>5,000,000.</u>
Damage to Premises Rented to You Limit	\$ <u>100,000.</u> Any one premises
Medical Expense Limit	\$ <u>3,000.</u> Any one person
Personal & Advertising Injury Aggregate Limit	\$ <u>5,000,000.</u>
General Aggregate Limit	\$ <u>5,000,000.</u>
Products/Completed Operations Aggregate Limit	\$ <u>5,000,000.</u>
Hangarkeepers Limit	
Each Aircraft Limit	\$ <u>NOT COVERED</u>
Each Loss Limit	\$ <u>NOT COVERED</u>
Hangarkeeper's Deductible	\$ <u>NOT APPLICABLE</u> Each Aircraft

FOR FURTHER INFORMATION SEE STARR FORMS 10060, 10466 AND 10134.

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.


THE CERTIFICATE HOLDER IS PROVIDED A WAIVER OF SUBROGATION AS RESPECTS THE ABOVE REFERENCED AIRCRAFT.

THE INSURANCE EVIDENCED TO THE CERTIFICATE HOLDER BY THIS CERTIFICATE OF INSURANCE IS PRIMARY AND NON CONTRIBUTORY TO ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER.

THE COMPANY AGREES TO PROVIDE THE CERTIFICATE HOLDER WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION IF MADE BY THE COMPANY.

Certificate Number: 3.1  
 Issued By and Date: MARCH 9, 2018 (CC)

Starr 10058 (6/06)

By   
 (Authorized Representative)



**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<b>Name of Additional Insured Person(s) or Organization(s):</b>
CITY OF CORPUS CHRISTI ATTN: RISK MANAGER P.O. BOX 9277 CORPUS CHRISTI, TX 78469-9277
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:  
Policy No. 1000318556-02  
Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 22

Date of Issue MARCH 9, 2018 (CC)

Starr 10060 (2/06)

By \_\_\_\_\_



(Authorized Representative)

### PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

With the respect to the following scheduled persons or organizations, all coverages shall be primary and non-contributory with respect to any other insurance policies held by the following scheduled persons or organizations.

Schedule:

CITY OF CORPUS CHRISTI  
ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:

Policy No. 1000316364-03


Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 24

Date of Issue MARCH 9, 2018 (CC)

Starr 10466 (6/07)

By   
(Authorized Representative)





3353 Peachtree Road NE, Suite 1000  
Atlanta, GA 30326

### Certificate of Insurance

Certificate Holder: CITY OF CORPUS CHRISTI

ATTN: RISK MANAGER

P.O. BOX 9277

CORPUS CHRISTI, TX 78469-9277

Named Insured:

ESPEJO HELICOPTERS, LLC

101 N. SHORELINE BLVD SUITE 400

CORPUS CHRISTI, TX 78401

Policy Period: From APRIL 17, 2017 To APRIL 17, 2018

Policy Number: 1000316364-03

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:		Reg	Deductibles		Liability Limit	
Year	Make and Model	No	Insured Value	NIM / IM		
2001	ROBINSON R44 RAVEN	N883PM	\$320,000.	1000/5%	\$1,000,000.	CSL INCLUDING PAX
2010	ROBINSON R22 BETA II	N122CH	\$209,500.	1000/5%	\$1,000,000.	CSL INCLUDING PAX
2008	ROBINSON R44	N759K	\$270,000.	1000/5%	\$1,000,000.	CSL INCLUDING PAX
			\$		\$	
			\$		\$	
			\$		\$	

FOR FURTHER INFORMATION SEE ATTACHED STARR FORM 10284, 10277 AND 10466.

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE ABOVE REFERENCED AIRCRAFT.

THE CERTIFICATE HOLDER IS PROVIDED A WAIVER OF SUBROGATION AS RESPECTS THE ABOVE REFERENCED AIRCRAFT.

THE INSURANCE EVIDENCED TO THE CERTIFICATE HOLDER BY THIS CERTIFICATE OF INSURANCE IS PRIMARY AND NON CONTRIBUTORY TO ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER.

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS [TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM] NOTICE OF CANCELLATION OR MATERIAL CHANGE.

Certificate Number: 5.1

Issued By and Date: MARCH 9, 2018 (CC)

Starr 10200 (6/06)

By

(Authorized Representative)

### WAIVER OF SUBROGATION

In consideration of additional premium of \$ INCLUDED, this policy is amended as follows:

The Company hereby waives its right of subrogation against the following provided, however, that this waiver shall not prejudice the Company's right of recourse for damages arising from the design, manufacture, modification repair, sale or servicing of the aircraft by the following:

This Waiver of Subrogation shall apply: ONLY AS RESPECTS TO LOSS OR DAMAGES ARISING UNDER PHYSICAL DAMAGE COVERAGES AS SET FORTH UNDER THIS POLICY.

CITY OF CORPUS CHRISTI  
ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:

Policy No. 1000316364-03

Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 23

Date of Issue MARCH 9, 2018 (CC)

Starr 10277 (3/06)

By 

(Authorized Representative)



**ADDITIONAL INSURED ENDORSEMENT**

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to: ALL SCHEDULED AIRCRAFT.

(Only the clause(s) indicated by an "X" shall apply.)

- ☐ The scheduled persons or organizations are included as additional insured.
- ☐ The scheduled persons or organizations are the registered owner of \_\_\_\_\_ and are included as additional insured.
- ☐ The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- ☒ The scheduled persons or organizations are included as additional insured under liability coverages, but only as respects operations of the **named insured**.
- ☐ The scheduled persons or organizations are included as additional insured but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury or property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

Schedule:

Name CITY OF CORPUS CHRISTI  
Address ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

Name  
Address

Name  
Address

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:  
Policy No. 1000316364-03  
Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 22

Date of Issue MARCH 9, 2018 (CC)

Starr 10284 (3/06)

By  \_\_\_\_\_  
(Authorized Representative)

**PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This policy is amended as follows:

With the respect to the following scheduled persons or organizations, all coverages shall be primary and non-contributory with respect to any other insurance policies held by the following scheduled persons or organizations.

Schedule:

CITY OF CORPUS CHRISTI  
ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:  
Policy No. 1000318556-02  
Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 23

Date of Issue MARCH 9, 2018 (CC)

Starr 10466 (6/07)

By   
(Authorized Representative)



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF CORPUS CHRISTI  
ATTN: RISK MANAGER  
P.O. BOX 9277  
CORPUS CHRISTI, TX 78469-9277

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other provisions of this policy remain the same.

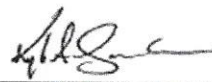
This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:  
Policy No. 1000318556-02  
Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 24

Date of Issue MARCH 9, 2018 (CC)

By



(Authorized Representative)

Starr 10134 (2/06)

# AMENDMENT OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## SCHEDULE

	Limits of Insurance
General Aggregate Limit	\$ _____
Products/Completed Operations Aggregate Limit	\$ <u>5,000,000.</u>
"Personal and Advertising Injury" Aggregate Limit	\$ <u>5,000,000.</u>
Each "Occurrence" Limit	\$ _____
Damage To Premises Rented To You Limit	\$ _____ Any one Premises
Medical Expense Limit	\$ _____ Any one person
Hangarkeeper's Liability Coverage	
Each "Aircraft" Limit	\$ _____
Each "Loss" Limit	\$ _____
Hangarkeeper's Deductible	\$ _____ Each "aircraft"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule or in the Declarations as subject to this endorsement with respect to which an entry is made.

IT IS AGREED THAT FOR AN ADDITIONAL PREMIUM OF \$157.00 PRODUCTS/COMPLETED OPERATIONS AND PERSONAL INJURY COVERAGES SHALL BE ADDED AS RESPECTS THE CONTRACT WITH THE CITY OF CORPUS CHRISTI ONLY.

All other provisions of this policy remain the same.

This endorsement becomes effective MARCH 8, 2018 to be attached to and hereby made a part of:

Policy No. 1000318556-02

Issued to ESPEJO HELICOPTERS, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 25

Date of Issue MARCH 9, 2018 (CC)

By \_\_\_\_\_



(Authorized Representative)

Starr 10074 (2/06)



**EXHIBIT F****INSURANCE REQUIREMENTS****I. LESSEE'S LIABILITY INSURANCE**

- A. Lessee must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subLessee, 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 Utilities Director one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Aircraft Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, Aircraft Liability and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Combined Single Limit Aircraft Liability (Smooth Limit or Level Limit Combining Public Liability and Passenger Liability)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.

Employers Liability	\$500,000/\$500,000/\$500,000
---------------------	-------------------------------

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

## II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Lessee is not domiciled in the State of Texas.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Lessee shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

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



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

2018 Insurance Requirements

Legal Dept.

Commercial Air Helicopter Tours – Water's Edge Bayfront Park – Old City Hall Site

01/22/2018 sw Risk Management