

EVENT PERMIT

Ordinance 17-08

RUN TO HOME BASE FLORIDA

PERMIT NUMBER: TMP2018-00001

Date(s) of Event: January 27, 2018 from 8:00am-12pm

Property Owner: LEE COUNTY

Applicant: ARMANDO HERNANDEZ

Contact: ARMANDO HERNANDEZ

Description: 10k AND 5k RUN and 1 mile recreational walk to raise funds and awareness for Home Base, a Red Sox Foundation and Mass. General Hospital Program

Location of event: 11500 FENWAY SOUTH DR FORT MYERS 33913
JETBLUE PARK***239-770-2414

Will the event be attended by 1000 or more people ? Yes

Will the event be held on County Owned Property ? Yes

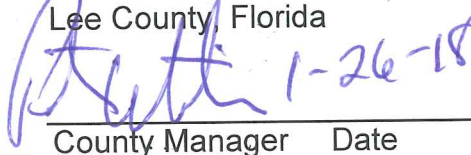
Will there be alcohol consumed or sold at the event ? Yes

Will a bond be posted for this event ? No

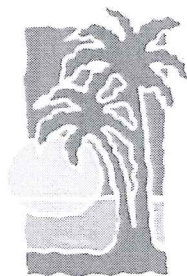
Permit Conditions:

- * Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- * The premises is to be left in the same condition as it was prior to the event.
- * The permit is to be readily available for inspection during the entire event.
- * If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners
Lee County, Florida


County Manager Date

Run to home Base
* Dist 1-2-18



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

TMP 2018- 00001
January 27th 2018

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☒ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)

Title of Event / Name of Production	Run to Home Base Florida
Date(s) of Event / Production:	January 27th, 2018
Location(s) of Event:	JetBlue Park
Name of Applicant:	Armando Hernandez
Applicant Address:	10501 FGCU Blvd South Fort Myers, FL 33965
Applicant Phone Number:	239-770-2414
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	
Email Address:	ahernandez17@mgh.harvard.edu
Estimated Attendance:	1000
Event Description: Include each activity, when activities take place, etc.	Opening Ceremony inside park 9:30 am to 10 am Run (5K, 10K, 1 mile walk) 10 am -12 pm
Hours of Operation:	4
STRAP # of Parcel:	
Owner of Premises*:	Jet Blue

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



Fill out the following questions for all permit types:

What is the Zoning Classification of the premises? MPD

Are any temporary structures to be installed for the event? ☐ Yes ☒ No Type: _____

Do you have the appropriate permits for the temporary structures? ☐ Yes ☐ No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Controlled Risk Insurance Company of Vermont, Inc.

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): _____

Will Vehicles be Used as Part of This Event?

☐ Yes ☒ No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

☐ Yes ☒ No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

☒ Yes ☐ No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization
Providing Food: _____

Type of Food being Served: _____

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Home Base, a Red Sox Foundation and Massachusetts General Hospital Program

Fill out this portion for applications for Solicitation in the County Rights-of-Way:

Name of Charity: _____

Address of Charity: _____

Phone Number: _____

Non-profit certificate/registration number: _____

(Proof of registration with the Dept. of Agriculture & Consumer Services \$496.405 or proof the organization is exempt from this requirement. \$316.2045)

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? ☒ Yes ☐ No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: _____

(Required if alcohol is to be **SOLD** at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

Lee County Event Permit Application



Section IV - FILM / VIDEO / PHOTOGRAPHY PERMIT

Type of Production (choose all that apply):

- ☐ TV Movie or Special ☐ TV Series / Pilot ☐ TV Commercial ☐ Still Photos
☐ Public Service Announcement ☐ Industrial / Documentary ☐ Other: _____

Will any of the following be needed or included*?

- | | | |
|--------------------------------|------------------------------|-----------------------------|
| Street Closure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Traffic / Crowd Control | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fire or Burning | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Explosives or Pyrotechnics | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Animals, Large or Small | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Construction of Any Kind | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Large and/or Numerous Vehicles | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Helicopters, Boats, etc. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Stunts | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* For any marked Yes, provide further details below:

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: _____ Number in Crew: _____ Number of locals hired: _____
Total budget: _____ Estimate amount spent in Lee County: _____
Hotel room nights: _____ Number of shooting days: _____
number of rooms x number of nights

Applicant Agreement - Signature Required



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Applicant Agreement - Signature Required



SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.


The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.


Signature of Applicant

Armando Hernandez
Print Name of Applicant and Title
Home Base Program Director

12/28/17
Date


Witness

Monique S. Hashimoto
Print Name of Witness

12/28/17
Date

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☒ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

Parking in authorized areas only.

Deputies (How Many?):

5 deputies for traffic control.

Fee for Services:

\$50/hr per deputy plus a \$15 vehicle fee.

Special Arrangements:

5 uniformed deputies with vehicles for traffic control while race takes place. There will be one deputy positioned at Commonwealth/Westlinks, two deputies positioned at Commerce Lakes/Westlinks, one deputy at Commerce Lakes/Plantation Garden and one deputy positioned at the turn around point. Vendor will be responsible for placing cones along bike path at designated points. Vendor will need to place volunteers at all ingress/egress points that enter the race route as well as at the points where deputies are positioned. Four hour minimum will apply.

Print Name: Captain J. Loethen

Signature:

Capt J. Loethen 12/18

Title:

Special Events, Permits and Details

Date:

1-22-18

Lee County Event Permit Application



FIRE DEPARTMENT

*The Fire Department serving the area where the event is to be held signs this form.
Please see User's Guide for contact information and Fire District Map.*

Permit Number: TMP2018-00001

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☐ USE OF COUNTY PROPERTY PERMIT
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)

4 Certified Crowd Managers

Fee for Services:

\$55.00 inspection fee for each tents over 900 sq ft.

Flammable Vegetation:

Cleared from around tents.

First Aid Equipment:

See special arrangements.

Fire Extinguishing:

Minimum 2A10BC extinguishers at all tent(s), cooking tents and trailers must be NFPA 96 complaint, all propane tanks must be kept 10 feet away from tents and secured as to not tip over.

Special Arrangements:

Contact Division Chief Rogers to arrange medical coverage if desired, 239-433-0080.

Print Name: C. Wolfe

Signature: Chris Wolfe

Digitally signed by Chris Wolfe
Date: 2018.01.22 15:45:46 -05'00'

Title: Division Chief

Date: 1/22/2018

Lee County Event Permit Application



EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY
14752 SIX MILE CYPRESS PARKWAY
FORT MYERS, FL 33912
(239) 533-3911

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:	See arrangements below.
Medical Personnel:	See arrangements below.
Medical Supplies / Equipment:	See arrangements below.
Safety Requirements:	See arrangements below.
Fee for Services	See arrangements below.
Special Arrangements:	Organizers have arranged for special event coverage through EMS.

Print Name: Benjamin Abes

Signature: Benjamin Abes

Digitally signed by Benjamin Abes
Date: 2018.01.03 10:20:35 -05'00'

Title: Chief

Date: 01/03/2018

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☒ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

No event parking on Lee County maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

Use Lee County Sheriff's Office for assistance with traffic control as needed. Any lane/road closures on the section of Commerce Lake Blvd west of Westlinks shall be done in substantial compliance with Maintenance of Traffic requirements as stipulated in FDOT Index 600 Series and/or under the direct supervision and traffic control provided by the Lee County Sheriff's Office.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller
Date: 2018.01.17 11:47:44 -05'00'

Title: Senior Project Manager

Date: January 16, 2018

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☒ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:

All Illumination must follow county ordinance and FAA regulations

Parking Areas:

Event organizer must ensure that parking is restricted to designated areas and provide open accessible driveways and roadways for emergency vehicle access.

Special Arrangements:

Must coordinate event with both the Red Sox staff and the on-site Parks and Recreation staff.

Print Name: Alise Flanjack

Signature:

Alise Flanjack

Title:

Deputy Director

Date:

1/3/18

Run To Home Base
Jet Blue
1-27-18

Lee County Event Permit Application



**LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221**

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT
- ☒ USE OF COUNTY PROPERTY PERMIT
- ☒ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- ☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements:

Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

In addition, Host Liquor Liability insurance will be required with minimum limits of One Million Dollars (\$1,000,000) per occurrence. Should Host Liquor Liability coverage be afforded under the Commercial General Liability policy, minimum acceptable limits will be Two Million Dollars (\$2,000,000) aggregate.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature: _____

Title: _____

Risk Program Manager

Date: _____

January 16, 2018

*Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)
Burlington, Vermont*

Professional/Commercial General Liability Policy

Additional Insured Endorsement

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL

Effective Date: 01/01/2018

Policy No: MGH-CRICO-C-GLPL-1521-2018

Endorsement No: E2-588

Endorsement Effective Date: 01/27/2018

Policy Period: 01/01/2018 to 12/31/2018

Additional Insured: Boston Red Sox Baseball Club Limited Partnership; New England Sports Ventures LLC; N.E.S.V. I, LLC;
N.E.S.V. II, LLC; N.E.S.V. IV, LLC; Lee County Board of Commissioners and NESV Florida Real Estate, LLC

BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP
4 YAWKEY WAY
BOSTON, MA 02215

This Endorsement modifies the General Liability Policy.

- I. For purposes of this Endorsement only, Section IV of the General Liability Policy, PERSONS INSURED, is amended to include the person(s), organization(s) or entities set forth above as an additional insured ("Additional Insured"), but only with respect to liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** caused by:
1. the negligence of the **Named Insured**; or
 2. the negligence of others acting on behalf of the **Named Insured**
- and, in either case of 1 or 2 above, only to the extent such liability arises out of an agreement between the Boston Red Sox Baseball Club Limited Partnership and The General Hospital Corporation d/b/a Massachusetts General Hospital Corporation, through Home Base, for an event to be held on January 27, 2018 at JetBlue Park at Fenway South 11500 Fenway South Drive Fort Myers, FL 33913 (the "Agreement").

However, the insurance afforded to such **Additional Insured** pursuant to this Endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which the **Named Insured** is required by **Agreement** to provide to such **Additional Insured**.

- II. As respects the **Additional Insured** only, Section II "LIMITS OF LIABILITY" is deleted and replaced with the following:

LIMITS OF LIABILITY

Regardless of the number of **Claims** made, **Suits** brought, **Insureds**, persons injured, or persons asserting **Claims**, the **Company's** liability is limited as follows:

- a. The limit of liability applicable to each **Claim** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** arising out of each **Event**.
- b. The limit of liability applicable to all **Claims** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** because of all **Personal and Advertising Injury** sustained by any one person or organization or group of related persons or organizations.
- c. Subject to the limits of liability stated in a and b above, the most the **Company** will pay on behalf of the **Additional Insured** and the **Named Insured** combined for all **Damages** and all **Claims Expense** for any one **Claim** is \$5,000,000 (Five Million Dollars).

This endorsement shall not increase the applicable Limits of Liability shown on the DECLARATIONS page of

OK Mf
01/16/18

the Policy regardless of the number of **Claims** or **Insureds**.

III. Other Provisions Applicable to the Additional Insured Pursuant to this Endorsement The **Company** hereby waives its rights of subrogation against such **Additional Insured**, but only to the extent required by the **Agreement** listed above. The inclusion in this Endorsement of more than one **Insured** shall not operate to increase the limits of the **Company's** liability.

Should the above described policy be canceled before the expiration date thereof, the **Company** will endeavor to mail 30 days written notice to the **Additional Insured**, but failure to mail such notice shall impose no obligation or liability of any kind upon the **Company**.

All other terms and conditions of the policy shall remain unchanged by this Endorsement.

Terms appearing in bold in this Endorsement shall have the same meaning as the definition of that term in the policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for risk retention groups.

IN WITNESS WHEREOF the Company has caused this Endorsement to be signed by its duly authorized representative.

A handwritten signature in black ink, appearing to read "C. V. [unclear]", is written over a horizontal line.

Lee County Event Permit Application



**LEE COUNTY VISITOR & CONVENTION BUREAU
2201 SECOND STREET, SUITE 600
FORT MYERS, FLORIDA 33901
(239) 338-3500**

Check the appropriate box(es) below:

☐ FILM PERMIT ONLY

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Special Arrangements:

--

Other:

--

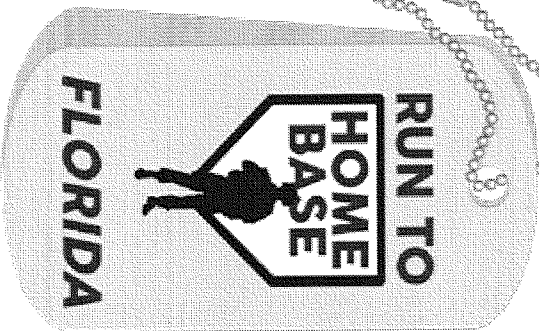
Print Name: _____

Signature: _____

Title: _____

Date: _____

10K Route

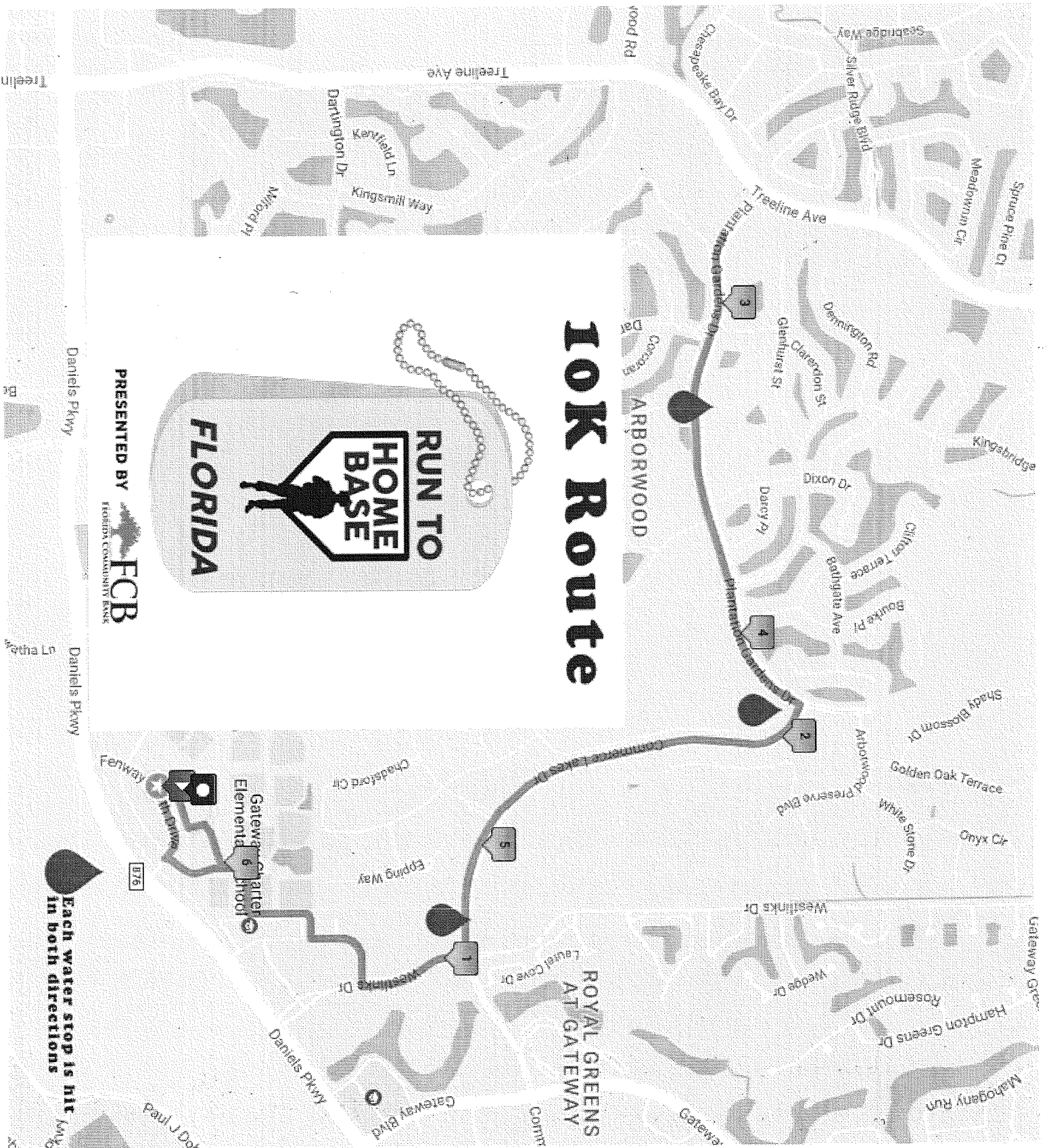


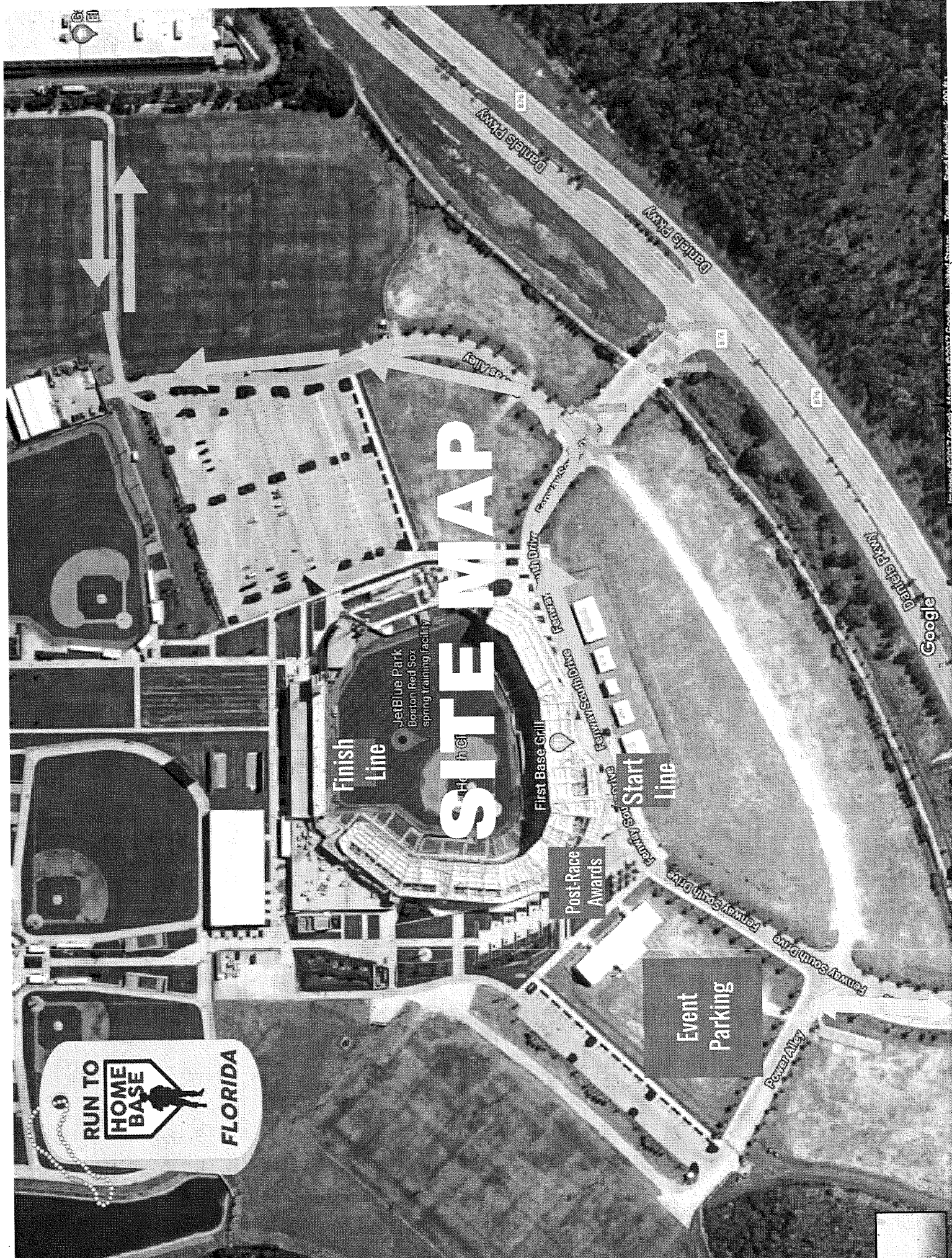
PRESENTED BY **FCB**
FLORIDA COMMUNITY BANK

Daniels Pkwy

Daniels Pkwy

Each water stop is hit in both directions





SITE MAP

Finish Line

JetBlue Park
Boston Red Sox
spring training facility

First Base Grill

Post-Race
Awards

Start Line

Event
Parking

RUN TO
HOME
BASE
FLORIDA

Google

Controlled Risk Insurance Company of Vermont, Inc.
(A Risk Retention Group)
Burlington, Vermont

Professional/Commercial General Liability Policy

Additional Insured Endorsement

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL

Effective Date: 01/01/2017

Policy No: MGH-CRICO-C-GLPL-1493-2017

Endorsement No: E2-552

Endorsement Effective Date: 01/28/2017

Policy Period: 01/01/2017 to 12/31/2017

Additional Insured: Boston Red Sox Baseball Club Limited Partnership, New England Sports Ventures LLC, N.E.S.V. I, LLC, N.E.S.V. II, LLC, N.E.S.V IV, LLC, Lee Country Board of Commissioners, and NESV Florida Real Estate, LLC

JETBLUE PARK AT FENWAY SOUTH
11500 FENWAY SOUTH DRIVE
FORT MYERS, FL 33913

This Endorsement modifies the General Liability Policy.

- I. For purposes of this Endorsement only, Section IV of the General Liability Policy, PERSONS INSURED, is amended to include the person(s), organization(s) or entities set forth above as an additional insured ("**Additional Insured**"), but only with respect to liability for **Bodily Injury, Property Damage or Personal and Advertising Injury** caused by:

1. the negligence of the **Named Insured**; or
2. the negligence of others acting on behalf of the **Named Insured**

and, in either case of 1 or 2 above, only to the extent such liability arises out of an agreement between the Boston Red Sox Baseball Club Limited Partnership and The General Hospital Corporation d/b/a Massachusetts General Hospital Corporation, through Home Base, for an event (which includes a run in and on roadways surrounding JetBlue Park at Fenway South) to be held on January 28, 2017 from 10:00 AM to 2:00 PM at JetBlue Park at Fenway South which is located at 11500 Fenway South Drive Fort Myers, FL 33913 (the "**Agreement**").

However, the insurance afforded to such **Additional Insured** pursuant to this Endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which the **Named Insured** is required by **Agreement** to provide to such **Additional Insured**.

- II. As respects the **Additional Insured** only, Section II "LIMITS OF LIABILITY" is deleted and replaced with the following:

LIMITS OF LIABILITY

Regardless of the number of **Claims** made, **Suits** brought, **Insureds**, persons injured, or persons asserting **Claims**, the **Company's** liability is limited as follows:

- a. The limit of liability applicable to each **Claim** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** arising out of each **Event**.
- b. The limit of liability applicable to all **Claims** against the **Additional Insured** is \$5,000,000 (Five Million Dollars). That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** because of all **Personal and Advertising Injury** sustained by any one person or organization or group of related persons or organizations.
- c. Subject to the limits of liability stated in a and b above, the most the **Company** will pay on behalf of the **Additional Insured** and the **Named Insured** combined for all **Damages** and all **Claims Expense** for any one **Claim** is \$5,000,000 (Five Million Dollars).

This endorsement shall not increase the applicable Limits of Liability shown on the DECLARATIONS page of the Policy regardless of the number of **Claims** or **Insureds**.

III. Other Provisions Applicable to the Additional Insured Pursuant to this Endorsement

The **Company** hereby waives its rights of subrogation against such **Additional Insured**, but only to the extent required by the **Agreement** listed above.

The inclusion in this Endorsement of more than one **Insured** shall not operate to increase the limits of the **Company's** liability.

Should the above described policy be canceled before the expiration date thereof, the **Company** will endeavor to mail 30 days written notice to the **Additional Insured**, but failure to mail such notice shall impose no obligation or liability of any kind upon the **Company**.

All other terms and conditions of the policy shall remain unchanged by this Endorsement.

Terms appearing in bold in this Endorsement shall have the same meaning as the definition of that term in the policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for risk retention groups.

IN WITNESS WHEREOF the Company has caused this Endorsement to be signed by its duly authorized representative.

A handwritten signature in black ink, appearing to read "D. Chavez", is written over a horizontal line.



Water Stop will be hit twice during 5K