



# EVENT PERMIT

Ordinance 17-08

## Pine Island Calusa Trail 5k Run/Walk

**PERMIT NUMBER:** TMP2024-00003

**Date(s) of Event:** January 13, 2024

Property Owner: ALDEN PINES COUNTRY CLUB INC

Applicant: Susan Saulsbery  
2395606286

Description: 5K Race starting and finishing at the Calusa Heritage Trail on January 13, 2024 from 7:00AM until 10:00AM

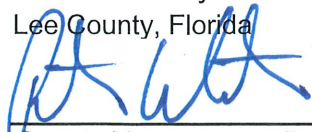
Location of event: 14261 CLUBHOUSE DR, BOKEELIA, FL 33922  
**14261 Clubhouse Dr.**

- Will the event be attended by 1000 or more people ? No
- Will the event be held on County Owned Property ? Yes
- Will there be alcohol consumed or sold at the event ? No
- 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

 1-3-24  
\_\_\_\_\_  
County Manager Date



Lee County  
*Southwest Florida*

# Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

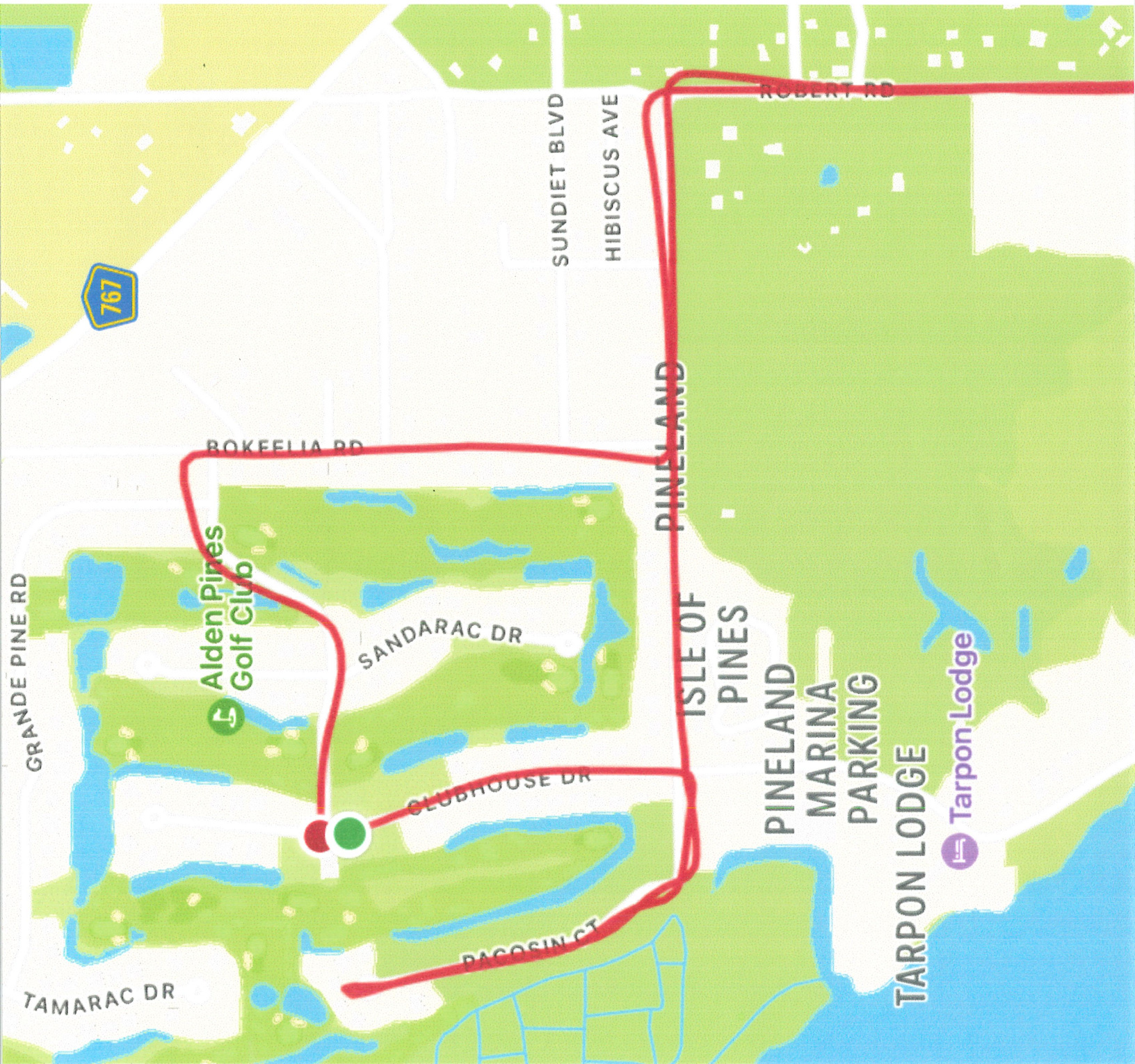
Film, Video  
&  
Photography

*Pine Island Calusa Trail 5k Run/Walk*

*TMP2024-00003*



# Pine Island Calusa Trail 5K Route





# ALDEN PINES COUNTRY CLUB

14261 Clubhouse Dr.  
Bokeelia FL 33922

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November 22, 2023

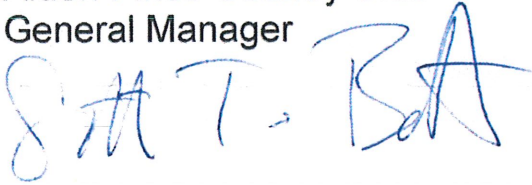
To Whom It May Concern:

This letter is to certify that the Kiwanis Club of Pine Island is granted permission to utilize the parking lots, for parking, for the Pine Island Kiwanis 5K Run Event, on January 15<sup>th</sup>, 2024.

138

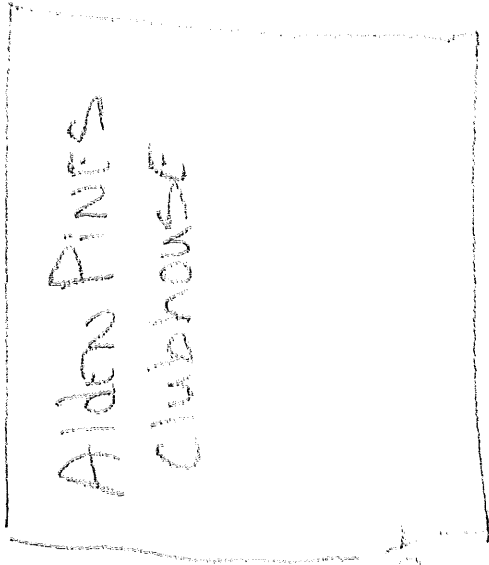
Sincerely,

Stewart T. Bennett  
Alden Pines Country Club  
General Manager





SITE PLAN FOR  
PINE ISLAND  
CAUSA TRAIL  
SK



Clubhouse Drive

Parking lot

Rain Tree Drive



Parking lot



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	Pine Island Calusa Trail 5K Run/Walk
Date(s) of Event / Production:	January 13 ,2024
Location(s) of Event:	Alden Pines Country Club 14261 Clubhouse Drive Bokeelia, FL 33922
Name of Applicant:	Susan Saulsbery for The Kiwanis Club of Greater Pine Island
Applicant Address:	3230 Southshore Drive Unit 36A Punta Gorda, FL 33955
Applicant Phone Number:	239-560-6286
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	
Email Address:	ssaulsbery@comcast.net
Estimated Attendance:	150
Event Description: Include each activity, when activities take place, etc.	5K race starting and finishing at the Alden Pines Golf Club
Hours of Operation:	7am-10am
STRAP # of Parcel:	06-44-22-08-0000A.0000
Owner of Premises*:	Alden Pines Country Club Inc

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



Lee County Event Permit Application



What is the Zoning Classification of the premises? Golf Course

Are any temporary structures to be installed for the event?  Yes  No Type: three 10x10 tents

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: Lexington Insurance

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:

Kiwanis Club of Greater Pine Island PO Box 111 St James City, FL 33956

Type of Food being Served: fruit, water, juice, light snacks

**Section II - USE OF COUNTY PROPERTY PERMIT**

Organization Sponsoring the Event: Kiwanis Club of Greater Pine Island

**Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT**

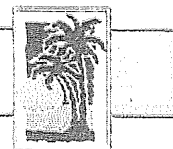
Is alcohol being sold/consumed on County Property? Yes No

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



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       Yes       No
- Traffic / Crowd Control       Yes       No
- Fire or Burning       Yes       No
- Explosives or Pyrotechnics       Yes       No
- Animals, Large or Small       Yes       No
- Construction of Any Kind       Yes       No
- Large and/or Numerous Vehicles       Yes       No
- Helicopters, Boats, etc.       Yes       No
- Stunts       Yes       No
- Other       Yes       No

\* For any marked Yes, provide further details below:

[Empty rectangular box for providing details for marked Yes responses]

Special Parking Requirements:

[Empty rectangular box for Special Parking Requirements]

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

[Empty rectangular box for City or County Services Required]

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



## Lee County Event Permit Application



### 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.

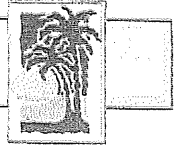
For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and 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.

Lee County Event Permit Application




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.

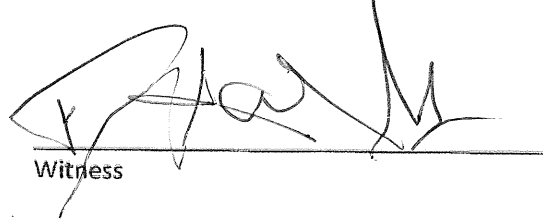
  
Signature of Applicant

Susan K Saulsbery Treasurer

Print Name of Applicant and Title

November 28, 2023

Date

  
Witness

Timothy Lee Saulsbery

Print Name of Witness

November 28, 2023

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 for event will be in authorized areas only & right-of-way must not be impeded.
Deputies (How Many?):	5 extra duty detail deputies will be required for traffic control at vendors expense.
Fee for Services:	Contact LCSO Details Unit
Special Arrangements:	5 Deputies will be utilized for traffic control and presence while 5K takes place.

Print Name: P. Cummins  
Signature:   
Title: Commander  
Date: 12 12 23

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.

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.

Fire Guards (How Many?)	2
Fee for Services:	∅
Flammable Vegetation:	N/A
First Aid Equipment:	Medical equipment, defibrillator, trauma supplies, etc.
Fire Extinguishing:	Fire Extinguisher
Special Arrangements:	N/A

Print Name: Cody Allen  
Signature:   
Title: Assistant Chief of EMS  
Date: 12/6/23



Lee County Event Permit Application

EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY
2000 Main St., Suite #100
FORT MYERS, FL 33901
(239) 533-3911

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.

Treatment Facilities: None necessary.
Medical Personnel: As discussed, PIFD shall maintain medical coverage for this event.
Medical Supplies / Equipment: None necessary.
Safety Requirements: LCSO has committed to conducting traffic control. Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.
Fee for Services: Not applicable.
Special Arrangements: Other departments that have committed to safety assistance should maintain that commitment. Should anything change please call us. Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at EMSDetail@leegov.com.

Print Name: Douglas B. Higgins

Signature: [Handwritten Signature] Digitally signed by Captain Douglas B. Higgins Date: 2023.12.16 14:46:47 -05'00'

Title: Captain, EMS Operations

Date: December 16, 2023

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 is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed.  
Emergency vehicle access and public vehicular access shall be maintained on all surrounding Lee County maintained roads.

Print Name: Nathan Thoman  
Signature: Nathaniel C. Thoman Digitally signed by Nathaniel C. Thoman  
Date: 2023.12.20 07:26:34 -05'00'  
Title: Project Manager  
Date: 12/20/2023



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:

N/A

Parking Areas:

N/A

Special Arrangements:

N/A - Event is not on Parks and Rec property and will not affect county park operations or programs.

Print Name: Colleen Via

Signature:

*Colleen Via*

Title:

County Wide Services Project Manager

Date:

12/5/2023

*Not on Park Prop.  
PI Palmsa trail 5K  
1/13/2024*

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT  
COUNTY ADMINISTRATION BUILDING - 4<sup>TH</sup> 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.

Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

A handwritten signature in blue ink that reads "Mike Figueroa" is written over a horizontal line.

Title:

Risk Program Manager

Date:

December 18, 2023





**ENDORSEMENT**

**This endorsement, effective 12:01 AM 11/01/2023**

**Forms a part of policy no.: 013136005**

**Issued to: KIWANIS INTERNATIONAL, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

Lee County Board of Commissioners  
2115 2nd Street  
Fort Myers, FL 33901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or



2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be 'J.R. B.', written over a horizontal line.

**Authorized Representative**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Hylant - Indianapolis) and CONTACT (Lisa Christenson). Includes fields for phone, fax, email, address, and insurer information (Lexington Insurance Company).

COVERAGES CERTIFICATE NUMBER: 151688818 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term).

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes automatic waiver of subrogation with regard to General Liability on primary and non contributor basis.

Table with 2 columns: CERTIFICATE HOLDER (Lee County Board of Commissioners) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative: Judy K. Wilson).

**ENDORSEMENT**

**This endorsement, effective 12:01 AM 11/01/2023**

**Forms a part of policy no.: 013136005**

**Issued to: KIWANIS INTERNATIONAL, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**PRIMARY/NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



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**Authorized Representative OR  
Countersignature (In states where applicable)**

**ENDORSEMENT**

**This endorsement, effective 12:01 AM 11/01/2023**

**Forms a part of policy no.: 013136005**

**Issued to: KIWANIS INTERNATIONAL, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



\_\_\_\_\_  
**Authorized Representative OR  
Countersignature (In states where applicable)**



**ENDORSEMENT**

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

Lee County Board of Commissioners  
2115 2nd Street  
Fort Myers, FL 33901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



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**Authorized Representative**