

BOWEN & SON ROOFING, INC.

State Certified
Roofing Contractor
#CC C035620



Toll Free (877) GO BOWEN
Office (863) 385-0351
Fax (863) 385-0939
www.bowenandson.com
P.O. Box 1237
Sebring, FL 33871-1237

All Work Guaranteed • Consultant • Design • Inspections

RESIDENTIAL PROPOSAL AND CONTRACT

To: CITY OF SEBRING

Owners Name

SEA MUSEUM

Job Address

APRIL 17, 2018

SEBRING, FL. 33870

Architect

Date of Plans

Bowen & Son Roofing, Inc. ("Contractor") proposes to perform the following Scope of Work:

Firestone, APP ROOF SYSTEM

1. Remove existing BUR Felts and, Clean up and remove all debris & dispose of
2. Provide & Install Firestone Building Products APP Roofing System
3. Attach a SA base sheet then torch a App 180 cap sheet (white granular) OVER 1.5 POLY ISO INSULATION MECHANICALLY ATTACHED HDSCREWS AND PLATES
4. ENCAPSULATE ALL FLASHINGS AN COUNTER FLASH WALLS
5. All Flashings, Pitch Pans, Penetrations, Etc, to be finger wrapped;
5. Upon Completion, Provide Bowen & Son Roofing, Inc., 5 Yr. Workmanship Guarantee and 15 YRS. Manufactures Material Guarantee.
6. Provide all Insurance Coverage as required by the State of Florida for this Project.
7. Provide required Building Permit and Notice of Commencement.

CONTRACT PRICE: \$41,400.00

If Contract is accepted, Please sign & Date where provided below and return to Bowen & Son Roofing, Inc. please include the property legal Description for the proper permit.

THANK YOU, BRAD BOWEN IV

We propose to perform the above work in accordance with the terms and conditions set forth in this proposal for the sum of: _____
AS ABOVE Dollars \$ _____

Terms: Net Cash Upon Completion. All sums not paid when due shall earn interest at the rate of 1% per month. Contractor shall be entitled to recover all costs of collection, including attorney's fees, if contractor is not paid.

The terms and conditions set forth of the reverse side and the attached notices are a part of this proposal and contract. This proposal may be revised or withdrawn by us if not accepted within 15 days and is subject to price change if customer requests material not be delivered or invoiced within 30 days.

ACCEPTANCE

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract. Contractor is authorized to proceed.

ACCEPTED: *BSR* Customer

BOWEN & SON ROOFING, INC.
STATE CERTIFIED #CC C035820

DATE: 4/19/18

BY: *B.T. Bowen*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2017

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FRSA Self Insurers Fund, Inc. 4099 Metric Drive Winter Park, FL 32792	CONTACT NAME: Debra Guidry, CPCU PHONE (A/C, No, Ext): (800) 767-3772 E-MAIL ADDRESS: debra@frsasif.com	FAX (A/C, No): (407) 671-2520
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FRSA Self Insurers Fund / Evanston Insurance Co.	35378
INSURED Bowen and Son Roofing, Inc. P.O. Box 1237 Sebring, FL 33871	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	870-000459 / 3DY3150	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

Lic # "CCC035620, Brad Bowen III"

CERTIFICATE HOLDER **CANCELLATION**

Attn: To Whom It May Concern City Of Sebring 368 S. Commerce Ave. Sebring, FL 33870	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 Debra Guidry CPCU Underwriting Manager
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2017

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Griselidys Acosta PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: gris@furmaninsurance.com															
INSURED Bowen & Son Roofing Inc P O Box 1237 Sebring FL 33871		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER C: Zurich Ins/US Assure</td> <td>17965</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Ohio Security Insurance Co	24082	INSURER C: Zurich Ins/US Assure	17965	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 17/18 MASTER CERT** **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	3C07436	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 Gen Aggregate Limit \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA957158860	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	INLAND MARINE			EC09155195	5/1/2017	5/1/2018	Contractors Equipment \$12,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Sebring is listed as an Additional Insured on the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Sebring 368 S. Commerce Avenue Seabring, FL 33870	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 Dirk DeJong/GA
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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

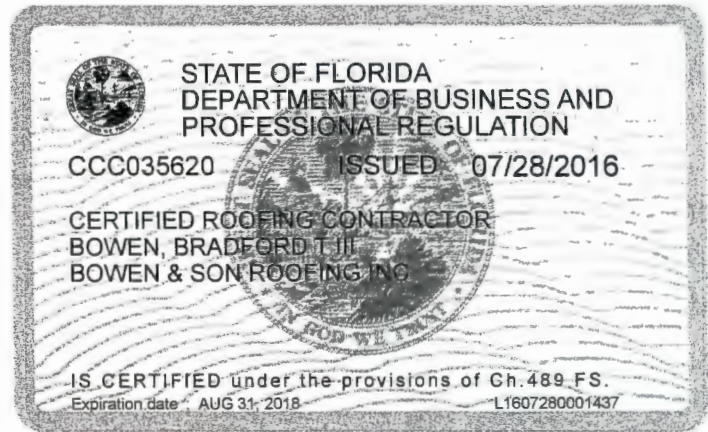
(850) 487-1395

**BOWEN, BRADFORD T III
BOWEN & SON ROOFING INC
PO BOX 1237
SEBRING FL 33871-1237**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CCC035620

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018

**BOWEN, BRADFORD T III
BOWEN & SON ROOFING INC
PO BOX 1237
SEBRING FL 33871-1237**



BOWEN, BRAD
(863)385-0351

CITY OF SEBRING, FLORIDA

No: 79

LOCAL BUSINESS TAX RECEIPT

368 S. COMMERCE AVE, SEBRING, FL 33870
PERMIT YEAR OCT 1, 2017 THROUGH SEPT 30, 2018

Address: 623 PARK ST
Activity: CONTRACTORS

License	63.00
Penalty	
Transfer	
Fire Prev	25.00
Administr	5.00
Total Paid	93.00

Issued to: BOWEN & SON ROOFING CO. INC.
BOWEN, BRAD
P O BOX 1237
SEBRING, FL. 33871-1237

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

September 16, 1994

#6721

Bowen & Son Roofing, Inc.
P.O. Box 1237
Sebring, FL 33871

Dear Firestone Contractor:

I am pleased to inform you that your application to become a Firestone Red Shield Contractor has been approved for the Firestone roofing systems listed on the enclosed Red Shield Contractor Agreement. Congratulations on becoming a member of this highly qualified contractor group -- the only group of contractors authorized to install Firestone Red Shield warranted systems.

Enclosed are two copies of your new license agreement. Please sign and return one copy to Firestone. Please note that we must receive your signed copy for our records before warranties can be issued to your company.

Your license number is listed at the top of this letter and on your new license agreement. Please use this number when placing orders or submitting warranty paperwork.

Within a few weeks you will receive a Red Shield Contractor Kit containing information about the roofing systems you are now authorized to install and about the services Firestone offers to assist you.

On behalf of everyone at Firestone Building Products, we look forward to building our partnership with you - a partnership based on quality products, quality services and quality roof installation.

Sincerely,



Joseph Moon
Regional Sales Manager

JM/dn

NOBODY COVERS YOU BETTER

525 Congressional Boulevard • Carmel, IN 46032-6807 • 317-575-7000
Facsimile 317-575-7031

April 18, 2006

Bowen & Son Roofing, Inc.
623 Park Street
P.O. Box 1237
Sebring, FL 33870

To Whom It May Concern:

Please be advised that Bowen & Son Roofing, Inc. is a licensed Red Shield applicator in good standing with Firestone Building Products Company.

Bowen & Son Roofing, Inc. is authorized with Firestone for EPDM effective 09/30/94, APP effective 09/30/94, ULTRAPLY effective 09/30/94, Metal effective 04/13/2006, SBS/BUR effective 09/04/97 under license #06721.

Firestone is proud to include Bowen & Son Roofing, Inc. into our family of Red Shield applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,

Jim Hoff

Jim Hoff
VP of Quality, Technology & Product Development

JH/jas

4/18/2006



NOBODY COVERS YOU BETTER
310 East 96th Street • Indianapolis, IN 46240 • 317-576-7000
Facsimile: 317-576-7100
<http://www.firestonebpco.com>



CITY OF SEBRING

AGENDA ITEM SUMMARY

MEETING DATE: April 3, 2018 PRESENTER: John Cecil/Scott Noethlich

AGENDA ITEM#: 10 B – Roof at Military Sea Service Museum

BACKGROUND: On Tuesday, March 20, 2018 Sebring experienced heavy rains and high winds. The roof at the Military Sea Service Museum had a significant leak. Attached please find the following information.

Attachment 1 – Email from Fred Carino documenting the damage to the property inside of the building. Much of the property is one of a kind and not able to be replaced.

Attachment 2 – This is the lease between the City and Military Sea Service Museum. The lease stipulates that the tenant shall perform limited maintenance (i.e. lawn maintenance, painting, electrical, plumbing and air conditioning maintenance, replace broken glass and cleaning). The lease further stipulates that the City will be responsible for all other maintenance, including structural problems.

Brad Bowen inspected the roof on Wednesday, March 28th. His recommendation is to replace the roof.

RECOMMENDATION: Since the roof is leaking inside of the building, staff is requesting that Council declare this repair to be an emergency, waive purchasing policy, instruct staff to obtain three (3) competitive quotes and authorize the City Administrator to approve the best quote based on price and when the contractor could perform the work.

REQUESTED MOTION: Approve staff recommendation as presented.

COUNCIL ACTION:

____ APPROVED Moved by: _____; Seconded by: _____
____ DENIED Carlisle ____ Dettman ____ Lowrance ____ Stanley ____ Stewart ____
____ TABLED TO: _____
____ OTHER

Request for Quotes

USA

ATTACHMENT 1

Bob Hoffman

From: Fred Carino <fredcarino@gmail.com>
Sent: Wednesday, March 28, 2018 11:41 AM
To: Scott Noethlich; Bob Hoffman; Brad Bowen
Cc: Toby Driemeyer; John E Cecil; Kathy Haley; Eugene Kissner
Subject: Re: FW: FW: roof

Messrs. Noethlich, Hoffman and Bowen,

Thank you for meeting with Museum President John Cecil and myself this morning to look at our leaking roof problem. As you know, the strong rainstorm a couple of weeks ago put a fair amount of water into our Library carpet, ruined about 20 books in our collection, and drenched our TV and cable box. Our immediate expense from this rain event was \$110 paid to Stanley Steamer for water extraction. They did a very good job, however we are very concerned that the very next rain will repeat this episode. We thank you for your quick response but also hope that a temporary seal may be applied to the seams on the torch-on system to block further water entry until permanent repairs may be made. Moreover, we hope that there is no mold growing in the ceiling materials.

Again, thank you for meeting with us and we are so glad progress is being made on our roof problem.

Respectfully,

Fred Carino, Curator
Military Sea Services Museum
1402 Roseland Avenue
Sebring, FL 33870

Office: 863-385-0992
Cell: 863-381-3636

On Tue, Mar 27, 2018 at 3:40 PM, Bob Hoffman <bobhoffman@mysebring.com> wrote:

Just a reminder that we are meeting at the Military Sea Service Museum at 9:00am tomorrow.

From: Bob Hoffman
Sent: Friday, March 23, 2018 11:13 AM
To: 'Brad Bowen' <brad4@bowenandson.com>
Cc: Scott Noethlich <ScottNoethlich@mysebring.com>; Kathy Haley <kathyHaley@mysebring.com>; 'fredcarino@gmail.com' <fredcarino@gmail.com>; 'John E Cecil' <johnsandycecil@gmail.com>; Toby Driemeyer <TobyDriemeyer@mysebring.com>
Subject: RE: FW: roof

Brad: That will be great. See you at the Museum on ~~Wednesday, March 28th~~ @ 9:00am.

ATTACHMENT 2

LEASE

This is an agreement between THE CITY OF SEBRING herein called "City," and MILITARY SEA SERVICES MUSEUM, INC., herein called "Tenant".

1. **PROPERTY; LEASE; AND DURATION.** City hereby leases the real property known as Highlands Homes Community Center in Sebring, Florida, including the building, parking lot and grounds, herein called the "Property" to Tenant upon the terms and conditions set forth below.
2. **RENT AND MAINTENANCE.** In lieu of rent, Tenant shall perform limited maintenance on the Property including, but not limited to: care and maintenance of the lawn, provide the labor for painting of the outside of the structure located on the Property; paint and labor for painting of the inside of the structure; maintenance of the electrical system; maintenance of all plumbing and fixtures; maintenance, including any necessary repairs of all air conditioning equipment; the replacement of any glass which may be cracked or broken; cleaning of the premises; all other maintenance, including structural, that may be necessary on the Property shall be performed by the City. The Property has been inspected by Tenant and is accepted as being in good condition at time of inception of this lease.
3. **USE.** Tenant shall use the Property only for meetings of the Fleet Reserve Association and as the "Military Sea Services Museum, Inc". The property shall also be open to the public for viewing of the artifacts and memorabilia. The tenant will make no unlawful, improper, or offensive use of the Property. The City retains the right to use the facilities and to allow others to do so upon at least ten (10) days notice. In the event of an emergency, no notice shall be required. Third parties using the Property may be charged a "clean-up and utility" fee by Tenant, based upon a schedule of clean-up fees then in effect at the Civic Center. This notice provision and clean up fees shall not apply in the case of an emergency or for use by the City or County. The use of the premises, whether regulated by membership in Tenant or otherwise, shall not discriminate against any person due to their race, religion, sex, age or national origin.
4. **ALTERATIONS.** Tenant shall make no material additions or alterations in or to the Property without the written consent of City. Tenant shall be responsible for the cost of any additions or alterations made by Tenant and shall protect and reimburse City against possible mechanics', laborers' and materialmen's liens upon the Property.

5. **ASSIGNMENT**. Tenant shall not assign this lease or sublet the Property without the written consent of City, but Tenant may allow other non-profit organizations to use the property without violating this paragraph.
6. **INSURANCE**. City shall continue to provide insurance on the Property for fire, windstorm and extended coverage and public liability insurance to such extent as the City may deem appropriate and Tenant shall maintain comprehensive general liability coverage of \$1,000,000 and name the City of Sebring as additional insured.
7. **DESTRUCTION OF BUILDING**. If the structure now located on the Property is destroyed by fire, tornado, hurricane or other casualty, City may, at City's option, repair and rebuild the structure or terminate this lease.
8. **UTILITIES**. City shall not be obligated to pay any charges for any telephone service, gas, electricity, water or other utility service or commodity procured or consumed by Tenant or any other user of the premises except for the first \$75.00 each month.
9. **REMEDIES FOR BREACH**. If Tenant breaches any covenant contained herein and does not remedy such breach within 10 days of written notice by the City, the City may terminate this lease, resume possession of the Property and recover immediately from Tenant and cost of any repairs or upkeep necessary on the Property. Tenant shall pay to the City a reasonable attorney's fee if the City employs an attorney to enforce any provision of this lease.
10. **LIABILITY**. Tenant hereby assumes all liability for damage or injury to persons or property which may arise from Tenant's use of the Property. Assumption of liability extends to the damage or injury to the persons and property of Tenant, its agents, employees, invitees, licensees, as well as to persons and property of third parties.
11. **MULTIPLE ORIGINALS**. This agreement is executed in multiple copies, each of which shall be deemed an original.
12. **RENEWAL**. Unless otherwise terminated, as provided herein, this Lease will be automatically renewed from year to year unless either party notifies the other in writing, by September 1 of each year, that the Lease will not be renewed at the end of that lease term.

13. **ENVIRONMENTAL PROTECTION.** Tenant will not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery ACT ("RCRA"), 42 USC 6903 (5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, to be generated, released, stored or deposited over, beneath or on the Property or on or in any structures located on the Property from any source whatsoever.
14. **BONDING.** Tenant shall have its treasurer and anyone else authorized to collect or disburse funds on behalf of Tenant, bonded in an amount satisfactory to City.
15. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to Florida Statutes 404.056(8).

DATED this 21st day of August August

City:

The City of Sebring

George J. Woodley

Tenant:

Military Sea Services Museum, Inc.

By:

John A. Wood
President

Attest:

George R. Smith
Vice President

Kathy A. Kelly
[Signature]
Two witnesses as to City

[Signature]
[Signature]
Two witnesses as to Tenant