



**NOTICE TO PROCEED**

Date: February 1, 2016

**TO: Lisa Kayak's, Inc., 1500 Mariner Bay Blvd., Fort Pierce, Florida 34949**

**ATTN: Lisa M. Fasnacht, Contractor**

**PROJECT DESCRIPTION: Non-Motorized Watercraft and Bicycle Rental Concession Services**

**PROJECT NO.: RFP No. 2015-052**

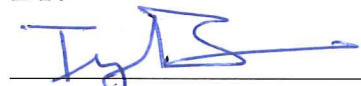
**COST OF PROJECT: \$50.00 (Fifty Dollars) per location for a total of \$100 per month (South Causeway Park and Jaycee Park)**

You are hereby notified to proceed with the Work on subject Project on or before **February 1, 2016** and to complete the same by **January 31, 2017**. The completion date for **this project** shall be: **January 31, 2017; unless renewed yearly until January 31, 2020 upon agreement of both parties**

**OWNER:**

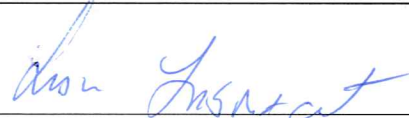
CITY OF FT. PIERCE, FLORIDA  
P.O. BOX 1480  
FT. PIERCE, FL 34954-1480

**BY:**

  
\_\_\_\_\_  
Tony Barnes, CPPB  
Director of Procurement

**ACKNOWLEDGE RECEIPT OF NOTICE**

By:

  
\_\_\_\_\_  
**Lisa M. Fasnacht, President**  
Lisa's Kayaks, Inc.  
(Contractor)

Date

2/1/16

cc: Mike Reals, Public Works Manager  
Accounts Receivable



PURCHASING DEPARTMENT  
CITY HALL, 100 NORTH U.S. 1  
P.O. BOX 1480  
FORT PIERCE, FLORIDA 34954-1480

TEL.: (772) 467-3000  
FAX: (772) 467-3848  
www.cityoffortpierce.com

February 2, 2016

Lisa Kayak's  
1500 Mariner Bay  
Fort Pierce, FL 34949  
Attn: Lisa Fasnacht

**RE: RFP No. 2015-052 ~Non-Motorized Watercraft & Bicycle Rental**

Dear Ms.Fasnacht:

This letter is to inform you that the City of Fort Pierce has accepted your bid for Non-Motorized Watercraft. The City of Fort Pierce will be compensated \$50.00 per month per location for a total of \$100.00 per month (South Causeway and Jaycee Park). This agreement is in accordance with the specifications contained in RFP No. 2015-052, and the bid submitted by your firm appended hereto and made a part of this agreement.

The term of this agreement will be February 1, 2016 through January 31, 2017 with three one-year renewal options, at no increase in price if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in this agreement. This agreement will remain in effect in the event of a natural disaster.

The CITY OF FORT PIERCE shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The CITY OF FORT PIERCE will determine in its sole judgment what constitutes a satisfactory level of service.

**Also, please complete the Non-Collusion Affidavit for Prime Bidder, Certification of Non-Segregated Facilities and Drug Free Workplace Form. We have received all of the Insurance requirements.**

Please sign in the space provided below, including notarization, and return to us, as this will constitute your acceptance of this award. **This document must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.**

If you fail to execute this acceptance of award, within ten (10) calendar days, the City of Fort Pierce will be entitled to consider all your rights arising out of the City of Fort Pierce's acceptance of your proposal as abandoned or void.

Please refer all correspondence pertaining to this project to Mike Reals, Public Works Manager, as he will be in charge of this job.

Sincerely,  
**CITY OF FORT PIERCE**

ACCEPTED BY:  
**NON-MOTORIZED WATERCRAFT & BICYCLE**

Georgia Montgomery  
**Georgia Montgomery, Purchasing Specialist**

[Signature] <sup>LISA'S KAYAKS</sup>  
**Signature (Manual)**

Lisa Fasnacht  
**Signature (Typed or Printed)**

Pres  
**Title**

2/5/16  
**Date:**

**NOTARIZATION**

STATE OF Florida

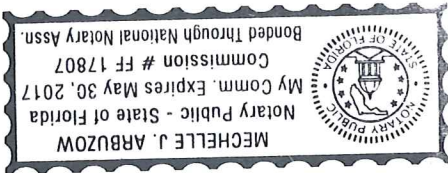
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2/5 day of 2016,

By LISA CLOUGH FASNACHT Mrs., of LISA'S KAYAKS,  
**Officer of Firm Title Name of Firm**

a Florida corporation, on behalf of the corporation. He/She is personally  
**State**

Known to me or has produced FL. DR. LC. as identification.



Michelle Arburow  
**Notary Public**

My commission expires: May, 30, 2017

Attachments

/gm

cc: Mike Reals, Public Works Manager  
File

NON-COLLUSION AFFIDAVIT  
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF ST. Lucie

LISA Clough Fasnacht, being first duly sworn, deposes and says:

That he is OFFICER OF FIRM  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

LISTA KATKIS  
(Firm Name)



By: [Signature]  
Title: pres

Subscribed and sworn to before me this 5  
day of, February 2016.

[Signature]  
Notary Public

My Commission expires: (Seal)  
May 30, 2017

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 2/5, 2016

Official Address (Including Zip Code):

1500 Mariner Bay Blvd Ft Pierce FL 34945  
1105 Security Dr Ft Pierce FL

By: List S RYALIS LIST FOSTER

Name

List Foster  
Name (Typed or Printed)

Pres

Title

# DRUG-FREE WORK PLACE FORM



The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

LIST'S KAYAKS does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Proposer's Signature

2/5/14  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2016

PRODUCER (772) 878-2022  
PORT ST LUCIE INSURANCE AGENCY  
8731 SOUTH U.S. HWY. 1

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

PORT ST LUCIE FL 34952-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
LISA'S KAYAKS, INC  
1500 MARINER BAY BLVD

INSURER A: UNITED STATES FIRE INS CO

INSURER B: MERCURY INSURANCE CO

INSURER C:

INSURER D:

FORT PIERCE FL 34949-

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------|-------|--|----------------|----------------------------------|-----------------------------------|--|
| A              | X     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | US480094       | 03/03/2016                       | 03/03/2017                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|                |       | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |                | / /                              | / /                               |  |
| B              |       | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | BA090000010046 | 01/23/2016                       | 01/23/2017                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |                | / /                              | / /                               | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|                |       | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |                | / /                              | / /                               | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$   |
|                |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  |                | / /                              | / /                               | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| B              |       | OTHER PERSONAL INJURY PROTECTION   | BA090000010046 | 01/23/2016                       | 01/23/2017                        | PERSONAL INJURY 10,000<br>PROTECTION (PIP)   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
THE CITY OF FORT PIERCE IS LISTED AS AN ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.

### CERTIFICATE HOLDER

( ) - (772) 467-3841  
CONTRACTORS LICENSING  
  
CITY OF FT PIERCE  
100 N US HIGHWAY 1  
  
FT PIERCE FL 34954-

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

*Jay W. Wills*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/26/2016

PRODUCER (772) 878-2022  
PORT ST LUCIE INSURANCE AGENCY  
8731 SOUTH U.S. HWY. 1

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

PORT ST LUCIE FL 34952-

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
LISA'S KAYAKS, INC  
1500 MARINER BAY BLVD

INSURER A: UNITED STATES FIRE INS CO

INSURER B: MERCURY INSURANCE CO

INSURER C:

INSURER D:

FORT PIERCE FL 34949-

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |
|----------|-------------|--|----------------|----------------------------------|-----------------------------------|---|--------------|
| A        | X           | GENERAL LIABILITY  | USP173949      | 03/03/2015                       | 03/03/2016                        | EACH OCCURRENCE                           | \$ 1,000,000 |
|          | X           | COMMERCIAL GENERAL LIABILITY   |                |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          |             | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  |                | / /                              | / /                               | MED EXP (Any one person)                  | \$ 5,000     |
|          |             |  |                | / /                              | / /                               | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |             |  |                | / /                              | / /                               | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |             | GEN'L AGGREGATE LIMIT APPLIES PER:   |                | / /                              | / /                               | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          | X           | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> |                | / /                              | / /                               |   |              |
| B        |             | AUTOMOBILE LIABILITY   | BA090000010046 | 01/23/2016                       | 01/23/2017                        | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |             | ANY AUTO   |                | / /                              | / /                               | BODILY INJURY (Per person)                | \$           |
|          | X           | SCHEDULED AUTOS  |                | / /                              | / /                               | BODILY INJURY (Per accident)              | \$           |
|          |             | HIRE AUTOS   |                | / /                              | / /                               | PROPERTY DAMAGE (Per accident)            | \$           |
|          |             | NON-OWNED AUTOS  |                | / /                              | / /                               |   |              |
|          |             | GARAGE LIABILITY   |                | / /                              | / /                               | AUTO ONLY - EA ACCIDENT                   | \$           |
|          |             | ANY AUTO   |                | / /                              | / /                               | OTHER THAN AUTO ONLY: EA ACC              | \$           |
|          |             |  |                | / /                              | / /                               | AGG                                       | \$           |
|          |             | EXCESS/UMBRELLA LIABILITY  |                | / /                              | / /                               | EACH OCCURRENCE                           | \$           |
|          |             | OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>                            |                | / /                              | / /                               | AGGREGATE                                 | \$           |
|          |             | DEDUCTIBLE   |                | / /                              | / /                               |   | \$           |
|          |             | RETENTION \$   |                | / /                              | / /                               |   | \$           |
|          |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                | / /                              | / /                               | WC STATU-TORY LIMITS                      | OTH-ER       |
|          |             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                      |                | / /                              | / /                               | E.L. EACH ACCIDENT                        | \$           |
|          |             | If yes, describe under SPECIAL PROVISIONS below  |                | / /                              | / /                               | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |  |                | / /                              | / /                               | E.L. DISEASE - POLICY LIMIT               | \$           |
| B        |             | OTHER PERSONAL INJURY PROTECTION   | BA090000010046 | 01/23/2016                       | 01/23/2027                        | PERSONAL INJURY PROTECTION (PIP)          | 10,000       |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
HE CITY OF FORT PIERCE IS LISTED AS AN ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.

## CERTIFICATE HOLDER

( ) - (772) 467-3841  
CONTRACTORS LICENSING  
CITY OF FT PIERCE  
100 N US HIGHWAY 1  
FT PIERCE FL 34954-

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Daag W. Wells*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

|  |
|--|
| <b>Name of Person or Organization:</b><br><br>City of Fort Pierce<br>100 N US Highway 1<br>Fort Pierce, FL 34954 |
|--|

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

**A. Section II - Who is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection

with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



JEFF ATWATER  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 5/4/2015                      **EXPIRATION DATE:** 5/3/2017

**PERSON:** FASNACHT                              LISA

**FEIN:** 260140901

**BUSINESS NAME AND ADDRESS:**

LISA'S KAYAKS LLC

1500 MARINER BAY BLVD

FT PIERCE                              FL                              34949

**SCOPES OF BUSINESS OR TRADE:**

ATHLETIC SPORTS OR  
PARK: NONCO

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

Lisa's Kayaks

1105 Seaway Dr

Fort Pierce, Fl. 34949

772-216-2820

To Whom It May Concern,

I Lisa Fasnacht owner, operator of Lisa's Kayaks. I am the only employee therefore being exempt from workers comp.

*Lisa Fasnacht 7/29/14*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- C. The following is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.