

App# 1798
PERMIT# _____
CUST# UNITED030
INV# _____



TEMPORARY USE & SPECIAL EVENT APPLICATION
CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20 ___ - ___ (Assigned by City)

DATE RECEIVED: 1/20/26

1. SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:

Tax Parcel I. D. #: 2 29 43 02 120001-006.0

Site Address: 481 W. Hickpochee Ave. - CIVIC CENTER

City: LaBelle State: FL Zip Code: 33935

2. APPLICANT: United Way of Lee, Hendry, and Glades
(Person or entity conducting the use or event)

Mailing Address: 7273 Concourse Drive

City: Ft. Myers State: FL Zip Code: 33908

Work Phone Number: 239-433-7559 Home Phone Number: n/a

Fax number: 863-675-9393 Email: Lisa@UnitedWayLee.org

3. PROPERTY OWNER: City of LaBelle

Mailing Address: PO Box 458

City: LaBelle State: FL Zip Code: 33975

Work Phone Number: 863-675-4872 Home Phone Number: _____

Email: _____

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):**

Swing into Spring - United Way annual fundraiser/dinner benefiting Hendry and Glades counties.

Will any roads need to be closed down for the event? No

Will there be alcohol served at the event? By whom? Yes (beer/wine only), by United Way staff

Please note, use of alcohol will need to be approved by the City Commission

How many people are expected to attend the event? 250

Event Date: April 11, 2026 Requested Event Hours: 5:00-8:00 pm

5. **THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)**

6. **Completed Temporary Use Application Form (must include the following)**

n/a **Affidavit of Ownership and Agent Authorization:** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

n/a **Area Location Map:** The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

n/q **Legible Site Plan:** Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including **at least** the following:

- Date of drawing
- Scale
- North arrow
- Location of proposed uses
- Location of existing structures
- Location of access point(s) from adjacent roadways
- Location of Parking areas

X **Letters of No Objection:** Letters from the following agencies:

- 1 HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606
- 2 Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220
- 3 City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537

Events with an expected attendance of 1,000+ people will require an Emergency Action Plan

___ **Application Fee:** Check made payable to "City of LaBelle" with fee per adopted Fee Schedule.
Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications"

APPLICANT SIGNATURE (Signed by person applying for permit)

Lisa Sands
Applicant Name (Print)

Lisa Sands
Applicant Signature

- 501 C3
- INSURANCE

Sheriff



Hendry County

STEVE WHIDDEN, SHERIFF

Prepared for:
United Way of Lee, Hendry, and Glades

Address:
133 N. Bridge, LaBelle, FL 33935

Prepared by:
Lieutenant Allen Hudson
Hendry County Sheriff's Office

I am writing on behalf of the Hendry County Sheriff's Office to confirm our support for the upcoming "Swing into Spring" event organized by United Way.

Following a discussion with Lisa Sands, the Assistant Director of the United Way, I am pleased to inform you that the Hendry County Sheriff's Office has no objections to the event. We are fully committed to ensuring its success.

To guarantee the safety and smooth operation of the event, we will have several of our agency command staff present for the event as we have in years past.

The event is scheduled to commence on April 11th, 2026, starting at 5:00 pm and concluding at 8:00 pm. This event will be held at the LaBelle Civic Center this year.

Should you have any questions or concerns regarding the event or its security arrangements, please do not hesitate to contact me at either of the numbers provided below. Thank you for your attention to this matter, and we look forward to a successful and enjoyable "Swing into Spring" event.

Lieutenant Allen Hudson
West District Road Patrol Commander
ahudson@hendrysheriff.org
Office: 863-674-5606
Cell: 863-673-1984



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667147
Jan. 20, 2012 LTR 4168C E0
59-1005169 000000 00

00014074
BODC: TE

UNITED WAY OF LEE COUNTY INC
7273 CONCOURSE DR
FORT MYERS FL 33908-2604

018268

Employer Identification Number: 59-1005169
Person to Contact: Ms. Wittwer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 11, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1964.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

United Way of Lee County Inc.

EIN: 59-1005169 | Fort Myers, Florida, United States

Other Names

UNITED WAY OF LEE COUNTY INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC 

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

✓ **Tax Year 2022 Form 990**

✓ **Tax Year 2021 Form 990**

✓ **Tax Year 2020 Form 990**

✓ **Tax Year 2019 Form 990**

✓ **Tax Year 2018 Form 990**

✓ **Tax Year 2017 Form 990**

DESCRIPTIONS (Continued from Page 1)

D. Fidelity Bond, Bond #21BDDHY5761, Effective 07/31/2025 - 07/31/2026; Limit: \$250,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
 HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- (a) 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 location of the covered operations has been completed; or
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



City of LaBelle
 City of Labelle
 PO Box 458
 Labelle, FL 33975

INVOICE #
I2600271

INVOICE DATE: 01/16/26
 DUE DATE: 02/11/26

ACCOUNT ID: UNITE030 PIN: 785809
 UNITED WAY OF LEE COUNTY INC
 UNITED WAY- LEE, HENDRY, GLADE
 133 N. BRIDGE ST
 LABELLE, FL 33935
 US

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
1.0000	CRD	CC EVENT 04/11/26 CROWD MANAGEMENT CC EVENT 04/11/26 1 CROWD MANAGER FROM 5PM TO 8PM (3HRS) @52 PER HOUR	156.000000	156.00
			TOTAL DUE:	\$ 156.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of LaBelle
 City of Labelle
 PO Box 458
 Labelle, FL 33975

INVOICE #: I2600271
 DESCRIPTION: CC EVENT 04/11/26
 ACCOUNT ID: UNITE030 PIN: 785809
 DUE DATE: 02/11/26
 TOTAL DUE: \$ 156.00

UNITED WAY OF LEE COUNTY INC
 UNITED WAY- LEE, HENDRY, GLADE
 133 N. BRIDGE ST
 LABELLE, FL 33935
 US

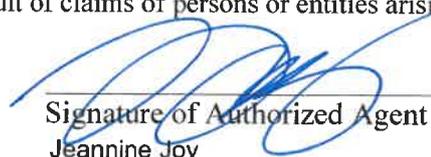


HOLD HARMLESS / INDEMNIFICATION AGREEMENT (G)

Know all men by these presents that:

For and in consideration of the City of LaBelle approving this application for a Special Event / Temporary Use, I Jeannine Joy hereby agree to hold the City of LaBelle, its Agents (Responsible Party)

and Employees, harmless from all actions, causes of actions, claims, damages, costs, loss of services, attorney fees, expenses and compensation on account of, or in any way arising out of my participation in any or all event(s) described in this application within the City of LaBelle, Florida; and further agrees to indemnify the City of LaBelle, its Agents and Employees, against any loss as a result of claims of persons or entities arising from the conducting of said event.

 1/27/2026
Signature of Authorized Agent Date
Jeannine Joy
Print or Type Name of Person Signing Above

Name of Owner/Agent Entity if a Corporation, L.L.C., Partnership, or Trust

President & CEO

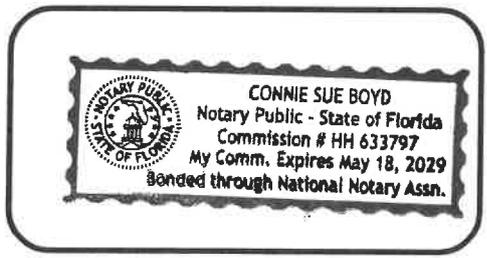
Representative Capacity of Person signing Affidavit: President or Vice President of Corporation, Managing Member of L.L.C., General Partner or Trustee

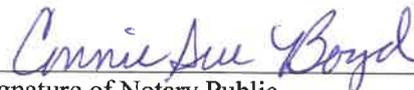
STATE OF Florida COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ by Jeannine Joy,
Date Name of Person Providing Oath or Affirmation

who is personally known to me or who has produced N/A
as identification. Type of Identification

NOTARY PUBLIC STAMP/SEAL:




Signature of Notary Public
Connie Sue Boyd
Printed Name of Notary Public
May 18, 2029
Commission Expires

City of LaBelle Facility Rental Agreement

These facilities are maintained and owned by the City of LaBelle. It is primarily for the use and enjoyment of the residents and taxpayers of the city. A copy of your driver's license must be provided which demonstrates a physical LaBelle address.

FOR OFFICE USE ONLY	Deposit: Pick-up or Mail: _____
NON-PROFIT <input checked="" type="checkbox"/> 501-c3	Deposit (DCC) - \$250 paid on: _____ Rent (CCR) - \$500 DUE on: _____ (weekend fees) PAID <input type="checkbox"/>
<input checked="" type="checkbox"/> Key Pickup 3pm & Drop Off	<input checked="" type="checkbox"/> ID w/Labelle Address <input type="checkbox"/> COL <input type="checkbox"/> Security <input type="checkbox"/> Crowd Manager Certificate OR Fire (CCF) PAID <input type="checkbox"/>

Reservations for: **Civic Center** Barron Park Captain Hendry House

Reservations may be made during normal business hours, from 8:30am to 4:30pm, Monday through Friday. Reservations may be made up to (1) year in advance with deposit. The full fee shall be paid **60 days prior to rental**. Applicant must be 21 years of age or older. Applicants must be on the premises at all times and in possession of rental documents. Failure of people conducting themselves properly in City facilities is sufficient grounds to end the event, clear the facility and refusal of future use. No lewd activities are permissible and shall be grounds for ending the event.

Event Date: 04/11/26 Event Time: 5pm to 8pm # of people attending: 250

Event Type: Wedding Birthday 15th Other SWING INTO SPRING Alcohol: YES NO

Name: UNITED WAY of Lee, Hendry, and Glades Phone #: 239-433-7559

- Responsibility:** The responsibilities of the renter are not limited to the inside of the facility but extend to the surrounding City property. The Lessee is subject to the terms and conditions herein below. The lease of these facilities shall include the use of, the stage area, the kitchen, its attendant facilities, the restrooms, and surrounding parking area. The facilities are to be used for no other purposes than listed on the lease agreement. The lease is not assignable or transferable and all documents must be under the person signing the contract.
- Cancellations:** Refunds for Civic Center will only be processed when reservations are cancelled at least (6) months prior to the event. Hendry House and Barron Park (2) months prior to the event. Failure to do so will result in forfeiture of your deposit.
 - Same time frame for Rescheduling.
- Usage Hours:** The hours for use, including set-up and clean-up, are 6:00 a.m. to 12:00 a.m. on Saturday or Sunday. Monday through Thursday during normal business hours except for non-profit. This includes parking lots and outside areas. **Keys** shall be picked up for weekend events on the Friday before the event no earlier than 3:00 p.m. and for weekday events no earlier than 8:30 a.m. on the same day of the event or no earlier than 4:00 p.m. the day before the event. Keys shall be dropped off in drop box or at City Hall Monday morning no later than 9:00 a.m. following the weekend of the event and the next business day following a weekday event. **Key Fee:** After 9:00 a.m. failure to not follow the key return policy will result in a \$75.00 penalty fee with a \$25.00 additional fee per any portion per hour thereafter, these fees will be deducted from your deposit.

4. **Security:** 2 months prior to ALL City facilities events providing alcohol and non-alcohol for 50 people or more renters must have a signed **Security Agreement** from Hendry County Sheriff's Office ~ 101 S. Bridge Street ~ (863) 674-5600 which must the officers from 6:00 p.m. to midnight or earlier/later depending on when the event is scheduled to begin/end. Hendry House and Barron Park must be preapproved for any alcoholic beverages by the City Commission.
5. **Physical Security:** Indoor events with an attendance of 50 people or more will require crowd management by **LaBelle Fire Dept (\$52 per hour/per person)** or renters can provide their own crowd manager. They would need to provide proof of completion of the course along with the **certificate of completion** at least 2 months before the event. That person can only be doing crowd management, they cannot be involved in any other activity at the event and must have an accurate count of the number of people inside the building. **WEBSITE:** <https://rickyrescue.com/55-crowd-manager-training>
 - Crowd Requirements: 50-250 people (1 manager) 251-500 people (2 manager)
6. **Proof of Liability Insurance:** Proof of insurance is required sixty (60) days prior to every event. Insurance may be obtained by your service provider with City of LaBelle as the Additional Insured and with a liability of \$1,000,000 or through www.gatherguard.com The City does NOT receive a commission from policies obtained nor do we require you to use a specific company.
7. **Special Event Application:** A Special Event permit may need to be submitted for use of the food vendors and non-food vendors at the event. A Special Event permit shall be submitted for any use of alcohol. Application can be found on our website at www.citylabelle.com ~ **CLICK ON Government ~ Forms & Applications ~ Temporary Use Application.** Once filled out you must submit it to the Deputy City Clerk (jessizubaty@citylabelle.com) (863) 675-2872 and must be approved by the City Commission.
8. **Non-Profit:** Non-profits events must provide their 501(c)(3).
9. **Copies** of the Security Agreement, Proof of Liability Insurance, and Special Event Permit must be submitted to UB Dept at City Hall.
10. **Children:** You are responsible for the conduct of your guests and your guests' children. Children are to be chaperoned by an adult both inside the building as well as in the parking areas and surrounding grounds. Children are not allowed in the kitchen area at any time.
11. **Fireworks:** Fireworks sparklers and explosives are not permitted on City property.
12. **Smoking:** Smoking and/or the use of smokeless tobacco are **not** permitted within City facilities.
13. **Alcohol:** For the use of alcoholic beverages at any event held at any City facilities, a security agreement from the Sherriff's Department must be filled out. For the sale of alcohol, a liquor permit must be obtained from the Department of Business & Professional Regulation.
 - Alcoholic beverages should be kept and consumed inside the City facilities.
 - No alcohol may be served to anyone under 21 years of age.
14. **Animals:** With the exception of certified service animals, no animals are permitted within City facilities. A copy of the certification must be provided.

15. **Overnight Parking:** Overnight parking or use of camping equipment is prohibited.
16. **Doors:** The Civic Center rear blue doors and side doors are to be used for loading and unloading.
 - **DO NOT USE FRONT ENTRANCE DOORS.**
17. **Tables & Chairs:** Tables and Chairs may be rented from the attached List of Vendors. The lessee shall be responsible for making their own rental agreements, delivery, and pickup arrangements. The attached list does not reflect any endorsement of any kind of vendors by the City. The City does NOT receive a commission from vendors nor do we require you to use a specific one.
18. **Food:** If outdoor cooking equipment is used, such as smokers or grills, they must be set up at the designated areas and proper fire suppression is required. This keeps the ignition source a safe distance from the structure. This does not apply to Barron Park, which is an open-air facility.
 - All food, garbage, cooking supplies, and utensils shall be removed from kitchen areas.
19. **Sound:** Civic Center events music must stay within the building. All events are required to comply with City's Noise Abatement Ordinance, as well as Florida Statute [316.3045](#). The HCSO officers have the right to ask you to lower the volume and if resolution is not achieved, they will shut down your event.
20. **Decorations:** **All decorations such as signs, banners, lights, flowers, plants, ribbons, etc. of any kind shall be free standing and will not be nailed, staples, scotch tape, or fastened to the walls, girders, or ceiling of any facilities (NO EXCEPTIONS).**
 - At no time will any notices to the public be removed or covered obscuring them from attendees.
 - The use of **confetti and glitter** is not permitted on City property.
 - The use of **candles or open flames** is not permitted on City property.
21. **Cleanup:** The cleanup is the responsibility of the lessee. **All trash generated must be properly disposed of, removed for proper disposal in the dumpster provided.** Lessees shall remove decorations without damaging walls. Please **return** the ICE scoop to the top of the ice machine. Floors are to be left cleaned and **absolutely** no bleach is to be placed on floors for any purpose. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All doors, gates, and windows must be checked to ensure they are secured prior to the lessee leaving the facility. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.
22. **Deposit:** A deposit is required to book the event. The deposit will be refunded in full once it has been verified that the building and surrounding areas are free of damage, not missing any items, and has been cleaned appropriately. If the facility is not cleaned as stated above, is damaged in any way, or if any provision and rule in this agreement is not adhered to, your deposit or part of your deposit will be FORFEITED.
23. **Other Fees:** For any lost City of LaBelle Facility Rental Agreement there will be a copy charge of \$2.00 per page. You will need your rental agreement for HCSO.

24. **Hendry House:** Under no circumstance shall you use any of the rooms in Hendry House as a dance floor. Absolutely NO cooking or use of any cooking warmers inside the house.

- The Capt. Francis A. Hendry House is a historic site in LaBelle, Florida.



RATES:

Facility:	Rent:	Tax:	Deposit:	Total:	Lost Key:	Non- Profit		Non- Profit	
						Weekend	Mon-Thurs	Rent:	Deposit:
Civic Center	\$2,500	NO TAX	\$ 500	\$3,000.00	\$ 250	\$500	\$ 250	\$ -	\$ 250
Hendry House	\$ 500	NO TAX	\$ 250	\$ 750.00	\$ 100	\$ -	\$ 100	\$ -	\$ 100
Barron Park	\$ 250	NO TAX	\$ 100	\$ 350.00	\$ 100	\$ -	\$ 100	\$ -	\$ 100

Lessee shall assume all liability for any injury or damage that may arise from any act, intentional or unintentional, that occurs in, on or about the leased facility and any area under control of the Lessee during the leased period as indicated above. Lessee shall indemnify Lessor against any and all claims filed by parties injured or damaged in, on or about the leased facility. While source shall not be liable in any manner for any loss, injury or damage occurred by Lessee from acts of theft, burglary, or vandalism committed by either identified or unidentified parties including acts committed by or against the Lessee or agents, employees, or guests of Lessee or are committed against the leased facility. The Lessor will provide no security for the leased premises and Lessee shall be responsible for all expenditures relating to arranging security precautions that they deem necessary for the safety or personnel, guests, or property of Lessee and guests located on the leased facilities. Nothing herein shall be construed to extend Lessor's liability beyond that provided in section 768.28, Florida Statutes.

Subject to Change: City of LaBelle is entitled to amend this Contract it's conditions and prices at any time and without prior notice. The City of LaBelle reserves the right to cancel any scheduled event because of an unforeseen emergency or any other reason deemed by the Commissioners to be in the best interest of the City and Citizens of LaBelle. Such Cancelled Events will be fully refunded. The City of LaBelle will not be liable for any of those cancellations.

By signing below, you agree to all terms and conditions stated above.

This lease made and entered into this 15 day of January, 2026
in LaBelle, Hendry County, Florida.

Lisa Sands
Lessee: Print Name


Lessee: Signature

Jordany Ramirez
Lessor: City of LaBelle