



1060 N. Guillemard Street
Pensacola, FL 32501
850.429.1222 / www.firstcityart.org



EXECUTIVE SUMMARY

Prepared by First City Art Center
03/17/2023

First City Arts Alliance, dba First City Art Center (FCAC), is a 501(c)(3) non-profit art center in Pensacola, FL engaging the community through a broad range of workshops, classes, studio spaces, gallery exhibits, fundraising events, summer camp, youth art programs, outreach programs, and field trips. FCAC provides a variety of opportunities for people to interact with art. We offer classes and workshops in glass blowing, glass bead making, stained glass, sculpture, pottery on the wheel, hand-built pottery, drawing, painting, sewing, and various other mediums.

FCAC cultivates a creative culture, inviting people of all backgrounds, ages, and skill levels to explore, participate and experiment with art. We encourage a cooperative environment that nurtures the artist and the observer while building a community around the arts that provides open dialogue, camaraderie, public service, education, fellowship and mentorship programs. FCAC serves approximately 10,000 adults and children each year. First City Art Center is an active, dynamic and exciting resource for the community.

Founded in the Belmont / Devilliers neighborhood of Pensacola in 1999, FCAC started as a fledgling community of artists committed to enhancing the opportunity for participants to explore, express and share their talents. After 10 years, with its rented space badly deteriorating, FCAC moved to the City of Pensacola owned "water works facility" in the Long Hollow neighborhood under a lease that commenced June 6, 2012. With several modifications, the basic tenants of the lease required FCAC to remit lease payments in the amount of \$2,000 per month. Under this arrangement, the City of Pensacola reimbursed FCAC for any maintenance or capital improvements. According to City documents, it appears that the City reimbursed FCAC approximately. \$212,000.00 from 6/11/2012 to 5/20/2019.

In 2019, the lease between the City of Pensacola and FCAC was redrafted. The new lease, for a term of ten (10) years, included the provision that FCAC would remit a lease payment of \$1 (one dollar) per month and assume financial responsibility for maintenance, insurance, capital improvements, operation expenses and utilities. At the point of the lease conversion, the City records indicate that FCAC was due a reimbursement of just under \$60,000 from the City for submitted receipts. This reimbursement was nullified at the point of the new lease.

FCAC holds that we are extraordinary stewards of the City's property. Subsequent to our occupation, we have invested significant resources into the property and since the inception of the 2019 lease, have invested more than \$432,000.00. The most recent addition to the campus is a state of the art double classroom for children's programming, funded in large part by Impact100. Additionally, due to high demand from the public, we are in the process of creating more classroom space with a value of over \$150,000, funded by a donor directed gift. These activities have / will result in almost \$600,000 invested in the city's property by FCAC.

At point in this discussion is the parking lot within the campus at FCAC. As evidenced by the included photographs, it is in deplorable condition. We have not been able to find any records indicating when it was last re-paved. When the City passed the property to FCAC, the parking lot was in extreme disrepair. The previous tenant had encountered severe flooding and significant heavy truck traffic. The parking lot has experienced continued deterioration to the point of hazard.

All the financial investment provided by FCAC has been directed toward facilities. These investments benefit both FCAC and the City of Pensacola. As owner of the property, the City is realizing a significant increase in value of its asset and FCAC is providing programming space to meet the needs / requests of our neighbors.

It is our opinion that the parking lot falls under a different category of maintenance. It is fundamental to the property and integral to the occupation of the premises. Thousands of area residents use this parking lot on an annual basis.

In addition to the everyday use of the parking lot, we will host several community-wide events that require a well surfaced parking lot. FCAC will host 3 *Hot Glass Cold Brews* this year that enjoy 600 to 700 participants each. We will also return our very popular "*Pumpkin Patch*" experience to the campus after several years off-site. The "*Pumpkin Patch*" draws neary 3,000 neighbors.

As part of this discussion, the replacement of the "hanger roof" has been injected. FCAC concedes that this capital improvement is certainly the responsibility of the Center. It is our understanding that the roof was last replaced in the late 1940's and current replacement costs are estimated at nearly \$200,000. It is our goal to replace the roof within the next 24 months.

The Board of Trustees and the thousands of area residents that make up the community of First City Art Center request that the City of Pensacola resurface the parking lot of the Center's campus.

The information contained here is to the best of our knowledge and investigation.

For clarifications or questions please contact:

Bart Hudson, Executive Director

First City Art Center

850.429.1222 / cell: 202.680.3277

Exhibit 1: Aerial view of First City Art Center Campus

Exhibit 2: Photo of current parking lot condition

Exhibit 3: Photo of full parking lot

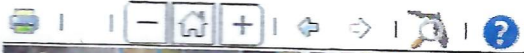
Exhibit 4: City of Pensacola accounting of capital investment prior to 2016 lease

Exhibit 5: First City Art Center accounting of maintenance / capital investment subsequent to 2016 lease

Exhibit 6: Lease between City of Pensacola and First City Art Center dated 05/31/2012



EXHIBIT 1

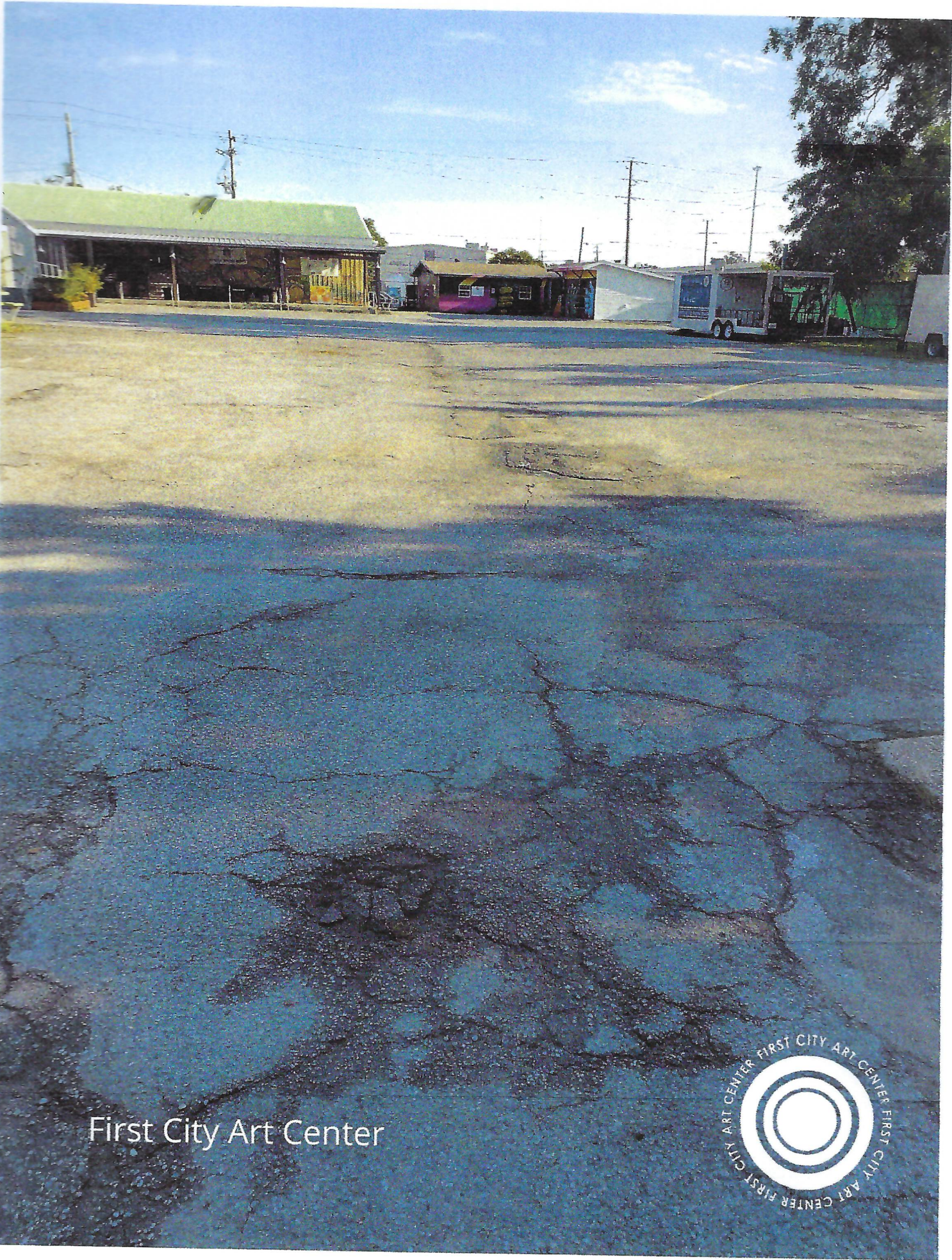


Chris Jones - Escambia County Property Appraiser





EXHIBIT 2

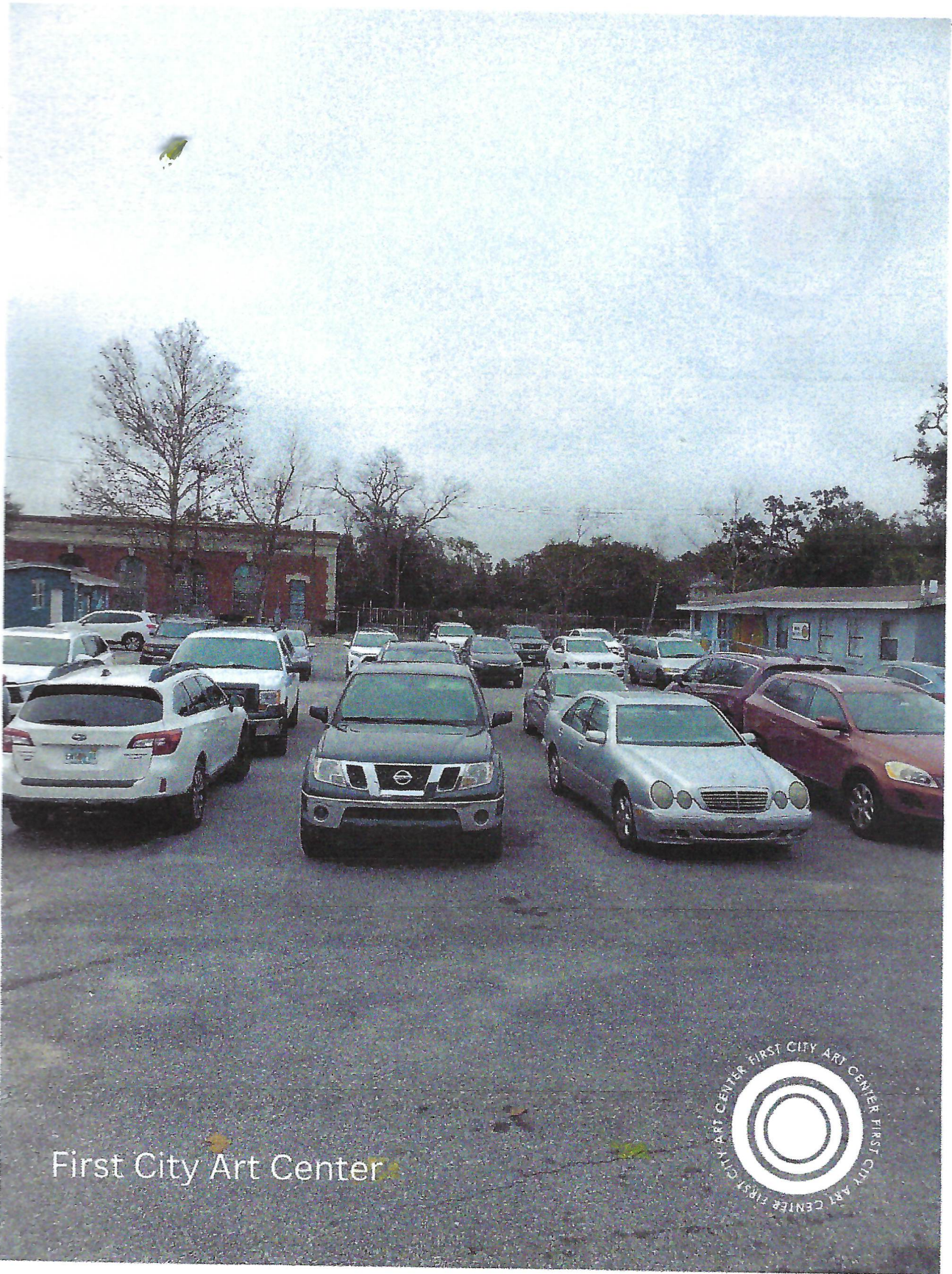


First City Art Center





EXHIBIT 3



First City Art Center





EXHIBIT 4

FIRST CITY ARTS COUNCIL
 HISTORY OF INVOICES AND CREDITS

Date	Inv #	Inv Amt	Payment	Ck #	Credit	Balance	Cum Bal
6/11/2012	117552	2,000.00	2,000.00	7050		-	-
6/20/2012	117621	2,000.00	2,000.00	2889		-	-
7/20/2012	117944	2,000.00	2,000.00	2901		-	-
8/20/2012	118226	2,000.00	2,000.00	None Given		-	-
9/20/2012	118515	2,000.00				2,000.00	2,000.00
10/22/2012	118775	2,000.00			6,540.96	(4,540.96)	(2,540.96)
11/20/2012	119116	2,000.00				2,000.00	(540.96)
12/20/2012	119382	2,000.00				2,000.00	1,459.04
1/20/2013	119597	2,000.00				2,000.00	3,459.04
2/20/2013	119858	2,000.00				2,000.00	5,459.04
3/20/2013	120216	2,000.00				2,000.00	7,459.04
4/19/2013	120496	2,000.00			22,257.61	(20,257.61)	(12,798.57)
5/20/2013	120819	2,000.00				2,000.00	(10,798.57)
6/20/2013	121120	2,000.00				2,000.00	(8,798.57)
7/12/2013	121354	2,000.00				2,000.00	(6,798.57)
8/20/2013	121740	2,000.00				2,000.00	(4,798.57)
9/30/2013	122091	2,000.00				2,000.00	(2,798.57)
10/20/2013	122370	2,000.00				2,000.00	(798.57)
11/19/2013	122661	2,000.00				2,000.00	1,201.43
12/19/2013	122913	2,000.00				2,000.00	3,201.43

1/19/2014	123151	2,000.00	3,591.21	(1,591.21)	1,610.22	
2/18/2014	123463	2,000.00	2,299.90	(299.90)	1,310.32	34,689.68
3/20/2014	123686	2,000.00		2,000.00	3,310.32	
4/19/2014	123960	2,000.00	3,893.93	(1,893.93)	1,416.39	
5/19/2014	124327	2,000.00		2,000.00	3,416.39	
6/19/2014	124763	2,000.00		2,000.00	5,416.39	
7/19/2014	125013	2,000.00		2,000.00	7,416.39	
8/19/2014	125329	2,000.00		2,000.00	9,416.39	
9/19/2014	125661	2,000.00		2,000.00	11,416.39	
10/20/2014	126011	2,000.00	15,163.21	(13,163.21)	(1,746.82)	
11/20/2014	126226	2,000.00		2,000.00	253.18	
12/20/2014	126525	2,000.00		2,000.00	2,253.18	
1/20/2015	126777	2,000.00		2,000.00	4,253.18	
2/20/2015	127019	2,000.00		2,000.00	6,253.18	
3/20/2015	127327	2,000.00		2,000.00	8,253.18	
4/20/2015	127576	2,000.00		2,000.00	10,253.18	
5/20/2015	127826	2,000.00		2,000.00	12,253.18	
6/20/2015	128135	2,000.00		2,000.00	14,253.18	
7/20/2015	128443	2,000.00		2,000.00	16,253.18	
8/20/2015	128749	2,000.00	11,982.95	(9,982.95)	6,270.23	11,982.95
9/20/2015	129054	2,000.00	14,965.31	(12,965.31)	(6,695.08)	
10/21/2015	129320	2,000.00		2,000.00	(4,695.08)	
11/21/2015	129621	2,000.00		2,000.00	(2,695.08)	
12/21/2015	129836	2,000.00		2,000.00	(695.08)	
1/22/2016	130088	2,000.00		2,000.00	1,304.92	
2/21/2016	130400	2,000.00		695.08	2,000.00	
3/21/2016	130791	2,000.00		1,720.00	3,720.00	
4/20/2016	131090	2,000.00		-	3,720.00	
5/20/2016	131399	2,000.00		(3,720.00)	-	
6/20/2016	131724	2,000.00		-	-	
7/20/2016	131952	2,000.00	19,340.00	(17,340.00)	(17,340.00)	19,340.00

8/20/2016	132308	2,000.00		2,000.00	(15,340.00)	
9/20/2016	132594	2,000.00		2,000.00	(13,340.00)	
10/21/2016	132938	2,000.00		2,000.00	(11,340.00)	
11/21/2016	133252	2,000.00		(24,524.00)	(35,864.00)	26,524.00
12/22/2016	133449	2,000.00		2,000.00	(33,864.00)	
1/21/2017	133838	2,000.00		2,000.00	(31,864.00)	
2/20/2017	134092	2,000.00	81,553.11	(79,553.11)	(111,417.11)	25,690.00 81,553.11
3/23/2017	134295	2,000.00		2,000.00	(109,417.11)	37,261.40
4/23/2017	134535	2,000.00		2,000.00	(107,417.11)	18,601.71
5/24/2017	134977	2,000.00		2,000.00	(105,417.11)	
6/23/2017	135242	2,000.00		2,000.00	(103,417.11)	
7/23/2017	135616	2,000.00		2,000.00	(101,417.11)	
8/22/2017	135975	2,000.00		2,000.00	(99,417.11)	
9/22/2017	136279	2,000.00		2,000.00	(97,417.11)	
10/22/2017	136592	2,000.00		2,000.00	(95,417.11)	
11/21/2017	136851	2,000.00		2,000.00	(93,417.11)	
12/21/2017	137146	2,000.00		2,000.00	(91,417.11)	
1/20/2018	137398	2,000.00		2,000.00	(89,417.11)	
2/20/2018	137672	2,000.00		2,000.00	(87,417.11)	
3/20/2018	137957	2,000.00		2,000.00	(85,417.11)	
4/20/2018	138294	2,000.00		2,000.00	(83,417.11)	
5/20/2018	138619	2,000.00		2,000.00	(81,417.11)	
6/20/2018	138890	2,000.00		2,000.00	(79,417.11)	
7/20/2018	139260	2,000.00		2,000.00	(77,417.11)	
8/20/2018	139589	2,000.00		2,000.00	(75,417.11)	
9/20/2018	139912	2,000.00		2,000.00	(73,417.11)	
10/20/2018	140286	2,000.00		2,000.00	(71,417.11)	
11/20/2018	140634	2,000.00		2,000.00	(69,417.11)	
12/20/2018	141041	2,000.00		2,000.00	(67,417.11)	
1/20/2019	141412	2,000.00		2,000.00	(65,417.11)	
2/20/2019	141765	2,000.00		2,000.00	(63,417.11)	

9/20/2021	152784	1.00	1.00	3008361	-	(31,417.11)
10/20/2021	153214	1.00	1.00	3008361	-	(31,417.11)
11/20/2021	153594	1.00	1.00	3008361	-	(31,417.11)
12/20/2021	153959	1.00	1.00	3008361	-	(31,417.11)
1/20/2022	154317	1.00	1.00	3008361	-	(31,417.11)
2/20/2022	154655	1.00	1.00	3008361	-	(31,417.11)
3/20/2022	154994	1.00	1.00	3008361	-	(31,417.11)
4/20/2022	155245	1.00	1.00	3008361	-	(31,417.11)
5/20/2022	155815	1.00	1.00	3008361	-	(31,417.11)
6/20/2022	156112	1.00	1.00	3008361	-	(31,417.11)
7/20/2022	156438	1.00	1.00	3008361	-	(31,417.11)
8/20/2022	156438	1.00	1.00	3008361	-	(31,417.11)
9/20/2022	157277	1.00	1.00	8929	-	(31,417.11)
10/20/2022	157630	1.00	1.00	8929	-	(31,417.11)
11/20/2022	158002	1.00	1.00	8929	-	(31,417.11)
12/20/2022	158272	1.00	1.00	8929	-	(31,417.11)
April 2023 - Pre-paid			1.00	8929	(1.00)	(31,418.11)
August 2023 - Pre-Paid			1.00	8929	(1.00)	(31,419.11)
February 2023 - Pre-paid			1.00	8929	(1.00)	(31,420.11)
January 2023 - Pre-paid			1.00	8929	(1.00)	(31,421.11)
July 2023 - Pre-Paid			1.00	8929	(1.00)	(31,422.11)
June 2023 - Pre-Paid			1.00	8929	(1.00)	(31,423.11)
March 2023 - Pre-paid			1.00	8929	(1.00)	(31,424.11)
May 2023 - Pre-paid			1.00	8929	(1.00)	(31,425.11)

196,044.00 15,636.92 211,832.19



EXHIBIT 5

DATE	DESCRIPTION	AMOUNT	CHECK	YTD
1/15/2016				
1/22/2016				
1/29/2016				
2/5/2016				
2/12/2016				
2/19/2016				
2/26/2016				
3/5/2016				
3/12/2016				
3/19/2016				
3/26/2016				
4/2/2016				
4/9/2016				
4/16/2016				
4/23/2016				
4/30/2016				
5/7/2016				
5/14/2016				
5/21/2016				
5/28/2016				
6/4/2016				
6/11/2016				
6/18/2016				
6/25/2016				
7/2/2016				
7/9/2016				
7/16/2016				
7/23/2016				
7/30/2016				
8/6/2016				
8/13/2016				
8/20/2016				
8/27/2016				
9/3/2016				
9/10/2016				
9/17/2016				
9/24/2016				
10/1/2016				
10/8/2016				
10/15/2016				
10/22/2016				
10/29/2016				
11/5/2016				
11/12/2016				
11/19/2016				
11/26/2016				
12/3/2016				
12/10/2016				
12/17/2016				
12/24/2016				
12/31/2016				

FCAC

Property Maintenance and improvements

Date	Transaction Type	Num	Name	Memo/Description	Amount
1/8/2014	Check	on-line	Armstrong Electric Company	Lighting in Art Gallery	\$ 850.00
3/11/2014	Check	4071	Coastal Overhead Door	12x12 Garage door for warehouse	\$ 1,700.00
4/25/2014	Check	on-line	Armstrong Electric Company	Relocate panel mounted on the brick wall to metal wall	\$ 900.00
5/30/2014	Bill	2014-121	The Haile Company of NW FL	Materials and Labor For Handicap Ramp	\$ 5,805.00
5/30/2014	Bill	2014-123	The Haile Company of NW FL	Materials and Labor for Foyer	\$ 4,230.00
5/30/2014	Bill	2014-122	The Haile Company of NW FL	Materials and Labor for Entry Door and Windows	\$ 3,049.00
6/4/2014	Check	4095	Panhandle Alarm & Telephone	Fire Alarm system Installation & Permit	\$ 3,263.50
6/10/2014	Check	on-line	Armstrong Electric Company	Inv 618150 Run power to security system. repair outlets	\$ 479.85
2/4/2015	Check	ONLINE	Renaissance Man	STAIR AND RAMP RAILING	\$ 500.00
2/6/2015	Check	5158	Sommer, Glen	door frame for the cold shop	\$ 700.62
6/29/2015	Check	5232	Climattech	invoice 10637 installation of new ac	\$ 3,720.00
6/30/2015	Journal Entry	AJE2039		Blue Prints, Consulting, Facility designs, Impact 100, etc	\$ 15,000.00
7/9/2015	Check	5249	Dufrain Construction	bathroom construction - Wheel Chair Access	\$ 5,595.00
7/21/2015	Check	online	Panhandle Alarm & Telephone	inv 530769 instillation of fire alarm	\$ 80.00
12/22/2015	Check	5453	Climattech	invoice installation of new ac	\$ 3,720.00
8/5/2015	Check	online	Panhandle Alarm & Telephone	inv 533428- fire alarm installation	\$ 650.00
8/18/2015	Check	5289	Dufrain Construction	bathroom construction	\$ 4,895.00
8/18/2015	Check	5284	Architectural Affairs	Bathroom Signage	\$ 21.97
4/26/2016	Check	5571	Premier Engineering Group	inv 160011-1 professional services	\$ 1,350.00
5/4/2016	Check	5581	Architectural Affairs	INV 16004 PHASE 2 POTTERY AND PORCH	\$ 107.28
5/27/2016	Check	5620	Dufrain Construction	pottery addon	\$ 19,340.00
6/23/2016	Check	5640	Dufrain Construction	pottery addon	\$ 26,524.00
7/28/2016	Check	5663	Dufrain Construction	POTTERY ADDITION- CHECK REQUEST #3	\$ 25,690.00

8/22/2016	Check	DEBIT	The Paint Mart	PAINT - MISN IMPACT PROJECT	\$	209.57
8/24/2016	Check	debit	Home Depot	ceiling fans - impact project	\$	671.27
8/25/2016	Check	debit	Home Depot	misc. impact project	\$	60.90
8/25/2016	Check	debit	Home Depot	misc. impact project	\$	100.33
8/30/2016	Check	debit	Lowe's	paint supplies- impact	\$	523.53
9/2/2016	Check	5686	Dufrain Construction	POTTERY ADDITION- CHECK REQUEST #4	\$	37,261.40
9/9/2016	Check	debit	Home Depot	misc. impact project	\$	9.98
9/20/2016	Check	5697	Dereull, Joe Associates	impact 100 job	\$	1,000.00
10/04/2016	Check	5713	Dufrain Construction	impact project	\$	9,000.00
10/19/2016	Check	5745	Dufrain Construction	impact project	\$	8,601.71
11/14/2016	Check	DEBIT	Armstrong Electric Company	INV 622865 CEILING FANS	\$	245.70
12/14/2016	Check	5930	Dufrain Construction	inv 3904 Impact Building	\$	380.00
12/14/2016	Check	5929	Boyd Plumbing Company	Plumbing	\$	619.00
5/2/2017	Check	6119	Andre Head	asphalt repair the parking lot	\$	675.00
5/8/2017	Check	6124	Andre Head	asphalt repair the parking lot	\$	375.00
6/7/2017	Check	6176	P3 Construction	roof repair	\$	250.00
9/29/2017	Check	6397	Andre Head	Asphalt Patching	\$	375.00
5/25/2018	Check	7536	Heard, Andre	Asphalt Repair in Parking Lot	\$	425.00
8/20/2018	Check	7551	Heard, Andre	Asphalt Repair in Parking Lot	\$	325.00
1/31/2019	Check	7615	Air Design	Thermostat Replacement (2)	\$	486.00
2/19/2019	Check	7628	Heard, Andre	Asphalt Repair in Parking Lot	\$	375.00
3/26/2019	Check	Debit	Climattech	Maintenance & Repairs	\$	140.02
1/29/2020	Check	epay	Home Depot	garage door	\$	940.46
2/14/2020	Check	EPAY	Home Depot	Garage Door Installation	\$	200.00
11/12/2020	Check	epay	Dually Garage Door	New garage door	\$	630.00
1/8/2021	Check	epay	Armstrong Electric Company	LED lights for hanger	\$	4,150.00
1/26/2021	Check	epay	Landmark Engineering	For New Building - Impact YAP building	\$	4,500.00
3/11/2021	Check	epay	Home Depot	Repair supplies	\$	162.22
3/11/2021	Check	8488	Reimburse Empl; C. Blackmon	Kilz, paint prep for repairs	\$	88.01
3/16/2021	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests	\$	125.00
3/25/2021	Check	7782	AK Property Maintenance Service	Gallery 1060 Entryway	\$	2,500.00

3/25/2021	Check	7782	AK property Maintenance service	Repairs n Gallery 1060 Entryway: ADA access, rates, ste	\$	2,500.00
3/30/2021	Check	epay	Pensacola Hardware	Supplies for repairs	\$	36.54
4/2/2021	Check	epay	Lowes	outlets, tubes for repairs	\$	14.51
4/2/2021	Check	epay	Home Depot	Paint for building maintained	\$	59.90
4/15/2021	Check	8501	Lloyd Hollaway - Electrical	Yellow building electrical repairs - update	\$	800.00
4/20/2021	Check	8502	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies	\$	27.44
4/22/2021	Check	epay	Armstrong Electric	Electrical upgrade	\$	30.53
4/27/2021	Check	epay	Pensacola Hardware	Supplies for repairs	\$	240.61
5/20/2021	Check	epay	Scapin	Rewiring Junction Box	\$	135.00
5/25/2021	Check	8521	Reimburse Empj; C. Blackmon	For Paint - building maintenance	\$	49.63
6/8/2021	Check	epay	Armstrong Electric	Electrical upgrade warehouse	\$	3,497.90
6/8/2021	Check	epay	Lowes	Paint for building maintained	\$	171.21
6/8/2021	Check	epay	Climate Control	Clean filters - maintained	\$	109.00
6/9/2021	check	7786	Terry Brown	Plumbing repairs warm shop	\$	300.00
6/21/2021	Check	7785	Demo Creative Space	Improvements	\$	500.00
6/22/2021	Check	8535	Jimmy Rhea	building generator platform	\$	500.00
6/22/2021	Check	epay	Crest Wholesale	Cleaning; maintained	\$	128.40
6/22/2021	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests	\$	125.00
7/14/2021	Check	epay	Paint Mart	Facility Repair - supplies	\$	27.99
7/22/2021	Check	8568	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies (split, Kilz)	\$	25.86
7/22/2021	Check	8568	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies	\$	98.68
8/2/2021	Check	epay	All Seasons Service	Heating/ Air Repairs	\$	278.56
8/12/2021	Check	8587	Air Design	AC unit repair	\$	505.70
8/31/2021	Check	8602	Regal CSI	For New Building - Impact YAP building	\$	77,962.00
9/7/2021	Check	epay	AK property Maintenance service	Demolition; campus clean up	\$	230.13
9/9/2021	Check	epay	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies	\$	15.32
9/23/2021	Check	8619	Regal CSI	For New Building - Impact YAP building	\$	22,595.50
9/23/2021	Check	epay	Xtreme Plumbing	Pumping sewer lines; solid waste	\$	275.00
9/23/2021	Check	epay	Stop Fire Sales	Fire safety -campus, alarm systems	\$	142.00
10/19/2021	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste	\$	199.00
10/27/2021	Check	epay	Pensacola Hardware	Facility Repair - supplies	\$	178.03

11/3/2021	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests	\$	125.00
11/4/2021	Check	8707	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	159.05
11/7/2021	Check	8703	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	20.32
11/8/2021	Check	epay	Filter Buy	Filters for furnace maintained	\$	94.43
11/30/2021	Check	epay	Pensacola Hardware	Facility Repair - supplies	\$	145.70
12/14/2021	Check	epay	Armstrong Electric	Electrical upgrade & repairs	\$	892.39
1/11/2022	Check	8726	Lentile, Lauren customer	paint samples	\$	77.27
1/11/2022	Check	epay	Armstrong Electric	Electrical upgrade & repairs	\$	1,075.71
1/18/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste	\$	199.00
1/20/2022	Check	8730	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	62.72
2/1/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste	\$	199.00
2/3/2022	Check	epay	Filter Buy	Filters for furnace maintained	\$	155.25
2/24/2022	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests	\$	125.00
2/24/2022	Check	8754	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	134.85
2/28/2022	Check	epay	Roto Rooter	Fixing plumbing problem	\$	311.00
3/2/2022	Check	epay	Pensacola Hardware	Facility Repair - supplies	\$	106.33
3/3/2022	Check	8758	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	24.70
3/29/2022	Check	8771	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	96.73
4/5/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste	\$	199.00
4/25/2022	Check	epay	The Home Depot	paint for YAP	\$	372.01
4/25/2022	Check	epay	The Home Depot	paint YAP	\$	218.87
5/12/2022	Check	epay	Climate Control	Clean filters - maintained	\$	115.00
5/20/2022	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests	\$	125.00
6/6/2022	Card	Card	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste	\$	199.00
6/8/2022	Card	Card	Fixtures	Fixtures	\$	46.59
6/13/2022	Check	epay	Home Depot	dry wall for repairs; water damage	\$	59.18
6/14/2022	Check	8830	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	18.25
6/15/2022	Check	8834	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	184.51
6/27/2022	Check	epay	Lowes	Units for new building	\$	176.54
6/27/2022	Card	Card	Keys	Keys for new building	\$	48.00
7/8/2022	Check	8855	Regal CSI	For New Building - Impact YAP building	\$	90,000.00

7/11/2022	Card	Card	Fixtures	Fixtures	Fixtures	\$	24.35
8/12/2022	Check	epay	Lowes	Shelf brackets; campus plants, beatification		\$	159.25
8/12/2022	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests		\$	125.00
8/23/2022	Check	8897	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies		\$	270.65
8/26/2022	Check	epay	Home Depot	Rent drain cleaner; maintained		\$	100.00
8/26/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste		\$	199.00
8/29/2022	Check	epay	Home Depot	Supplies for building repairs and improvement		\$	19.32
8/30/2022	Check	8900	Regal CSI	For New Building - Impact YAP building		\$	9,442.50
8/31/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste		\$	199.00
9/2/2022	Check	epay	Roto Rooter	Fixing plumbing problem		\$	517.75
9/2/2022	Card	Card	Webstraunt Supply	Replace sink yellow building		\$	201.53
9/7/2022	Check	epay	Climate Control	maintained Furnace, Air		\$	304.50
9/15/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	442.17
9/19/2022	Card	Card	Sherwin Williams	Paint for building maintained		\$	483.64
9/19/2022	Card	Card	Sherwin Williams	Paint for building maintained		\$	6.06
10/5/2022	Check	epay	Armstrong Electric	Electrical upgrade & repairs		\$	235.00
10/7/2022	Check	epay	Stop Fire Sales	Fire safety -campus, alarm systems		\$	250.37
10/17/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	142.14
10/21/2022	Check	epay	Home Depot	Supplies for building repairs and improvement		\$	153.74
11/1/2022	Check	9029	Reimburse Empj; C. Blackmon	Reimbursement for maintained supplies		\$	33.22
11/4/2022	Check	epay	Fireman Pest Control	Prevent damage to buildings from pests		\$	125.00
11/22/2022	Check	epay	Xtreme Plumbing	Pumping sewer lines; solid waste		\$	351.00
11/25/2022	Card	Card	Amazon	Maintenance supplies		\$	68.33
11/28/2022	Card	Card	Amazon	Light unit replacements		\$	190.08
11/30/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	29.44
11/30/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	214.60
12/2/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	167.46
12/5/2022	Check	epay	Lowes	Supplies for building repairs and improvement		\$	135.80
12/8/2022	Card	Card	Pensacola Glass	Mirror replacement BR Warehouse		\$	84.99
12/8/2022	Card	Card	Pensacola Glass	Mirror replacement parts BR Warehouse		\$	12.51
12/23/2022	Check	epay	Boyettes Vacuum pump and Port	Pumping sewer lines; solid waste		\$	199.00

1/3/2023	Check	epay	Armstrong Electric	Improved lighting, repairs	\$	315.00
1/4/2023	Check	epay	Armstrong Electric	Improved lighting	\$	303.66
1/27/2023	Check	epay	Pensacola Hardware	Facility Repair - supplies (Repair sinks, walls, shelving, e	\$	282.57
2/1/2023	Check	epay	Home Depot	Facility Repair - supplies	\$	193.93
2/2/2023	Check	ck	Voelkel Engineering	Improvement of facility, ceramic utility room addition	\$	3,200.00
2/3/2023	Check	epay	Filter Buy	Filters for furnace maintained	\$	155.25
2/21/2023	Check	epay	Harbor Freight	Facility Repair - supplies (Repair sinks, walls, shelving, e	\$	152.50
2/23/2023	Check	epay	Lowe's	Facility Repair - supplies	\$	156.80
2/23/2023	Check	epay	Lowe's	Facility Repair - supplies	\$	205.58
2/24/2023	Check	ck	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies (lights gallery)	\$	122.45
2/24/2023	Check	epay	Lowe's	Facility Repair - supplies (Repair sinks, walls, shelving, e	\$	79.77
2/27/2023	Check	epay	Home Depot	Facility Repair - supplies	\$	144.11
3/1/2023	Check	epay	Armstrong Electric	Electrical upgrade & repairs	\$	604.42
3/7/2023	Check	9164	Reimburse Empl; C. Blackmon	Reimbursement for maintained supplies	\$	204.09
Total					\$	432,638.59

COUNTY

THIS
of the 3
a Municipal
Main Street
6th Floor
office to

Lower
District
Tulsa



EXHIBIT 6

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of the 31st day of May 2019, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the "City" or "Lessor") and First City Arts Alliance, Inc., d/b/a First City Arts Center (the "Lessee"), a Florida not-for-profit corporation whose principal offices are located at 1060 N. Guillemard Street, Pensacola FL 32501.

WHEREAS, the City and the Lessee entered into a Lease Agreement (the "Original Lease") on June 6, 2012, recorded at OR 7463/844-857, which lease was amended on May 30, 2014, recorded at OR 7463/858-862, and further amended on October 19, 2015, recorded at OR 7463/863-871; and

WHEREAS, in order to extend the term of the lease, clarify certain provisions of the lease, and amend the process of accounting for the payment of lease fees and credits allowed and the accrual of lease payment credits, the parties intend by this Agreement to amend the existing lease agreement and restate the Agreement herein by this Amended and Restated Lease Agreement, the execution of which shall supersede and take effect in place of the existing provisions of the Original Lease and its two amendments recited above;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the Original Lease, as amended, shall be amended and fully restated by the following, superseding agreement:

1. STATEMENT OF PURPOSE

Lessor owns certain real property more particularly described as Lots 1 through 12, 22-24, Block 47, Belmont Tract, City of Pensacola, Escambia County, Florida (the "Property"). Lessee intends to use the Property as a multipurpose arts, cultural and educational center in furtherance of such purpose.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of ten (10) years commencing on the date and year first above written.

4. **RENEWAL AND RIGHT TO PURCHASE**

A. RENEWAL

While Lessor is under no obligation to renew this Lease at the end of the lease terms, Lessor shall give favorable consideration to such a renewal taking into consideration Lessee's favorable impact upon the City and any capital expenditures to improve the property.

B. RIGHT TO PURCHASE PROPERTY RIGHT OF FIRST REFUSAL

In the event that the City determines to sell the property during the term of this Lease Agreement, for one dollar and other good and valuable consideration received from Lessee, Lessor grants Lessee the right of first refusal to purchase the property during the lease term of ten (10) years. Any sale of the property by Lessor to a third party during the term of this Lease is subject to the Lease. Lessor has the exclusive right in its discretion to determine if an offer to purchase the Property is acceptable to Lessor.

5. **LEASE PAYMENTS**

The Lessor agrees to lease the subject property to Lessee at a monthly rate of \$1.00 in recognition for previous years of investments for capital improvements and substantial maintenance projects by Lessee.

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes and utilities.

All expenditures for improvements and maintenance repairs and construction in the amount of \$5000.00 or more shall receive prior approval from the Mayor or his designee.

All improvements shall be completed to the satisfaction of the Lessor pursuant to Section 8 below.

6. **USE OF PREMISES**

The Property shall be used by Lessee and its sublessees solely for non-profit art center as well as neighborhood revitalization and community service activities.

7. **LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS**

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. **CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS**

Lessee shall submit design plans and specifications for the Improvements on the Property to the Mayor or Mayor's designee for all improvements that will exceed the amount of \$5000.00.

Once the lessee has received approval from the Mayor or his designee, the lessor may commence with the improvement.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

9. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

10. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

11. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, sublessees and the successors of the parties, and all other successors in interest to the Property, or any part thereof:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.

12. NO MORTGAGES OR ENCUMBRANCES

A. Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

B. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

13. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

14. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR**

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

15. **INSURANCE REQUIRED**

Less shall maintain insurance and provide Lessor with certificates in accordance with Exhibit "A" during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit "A" during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. **NO DISCRIMINATION**

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal

Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

18. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

19. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the

right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

20. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o Mayor
 City Hall
 222 West Main Street
 Pensacola, Florida 32502

Lessee: First City Arts Alliance, Inc., d/b/a First City Arts Center
 Current address: 1060 North Guillemard
 Pensacola, FL 32501

21. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

22. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

23. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

24. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

25. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

26. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

27. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

28. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

29. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

30. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

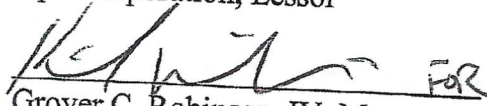
31. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By:


Grover C. Robinson, IV, Mayor

Attest:

Ericka L. Burnett
Ericka L. Burnett, City Clerk

First City Arts Alliance, Inc., d/b/a
First City Arts Center, a Florida
Not For Profit Corporation, Lessee

By:

[Signature]
President

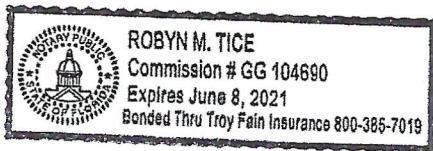
Attest:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31ST day of MAY, 2019, by GROVER C. ROBINSON, IV and Ericka L. Burnett, the Mayor and City Clerk, respectively, of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who are personally known to me.

GIVEN under my hand and official seal this 31ST day of MAY, 2019.



NOTARY PUBLIC

Robyn M. Tice
Name

[Type or print Name]

My Commission Expires:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of May, 2019, by the President of First City Arts Alliance, Inc., d/b/a First City Arts Center, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced FL DL as identification.

GIVEN under my hand and official seal this 22nd day of May, 2019.

NOTARY PUBLIC

[Signature]
Name
Stephanie A. Chwastyk

[Type or print Name]

My Commission Expires:

Stephanie A. Chwastyk
Notary Public-State of Florida
My Comm. Expires: April 5, 2020
Notary State No. 53070104

Approved as to form:

[Signature]
City Attorney

Exhibit "A" to Lease Agreement

Insurance

The Lessee shall procure and maintain insurance of the types and to the limits specified at all times during the terms of this Lease.

The term "Lessor" as used in this section of the Lease Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the Lessor, for the Lessor's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policy filed by the Insurance Services Office. The Lessor shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Lease. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. Fire legal liability must be endorsed onto this policy with minimum limits of \$100,000. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence, and in the aggregate must be provided.

Liquor Liability Insurance must be provided, including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$1,000,000 each common cause and in the aggregate. The Lessor must be listed as an additional insured.

BUILDER'S RISK COVERAGE

Lessee or its contractor shall obtain builder's risk insurance for any property improvements undertaken by the Lessee. Coverage shall be on an Inland Marine "All-Risk" type form which includes collapse coverage for any improvement while being constructed on the Property.

The Amount of Insurance is to be 100% of the completed value of the work. The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy.

The Lessor shall be listed as Additional Insured by endorsement on the policy and if required by the Lessor, a certified copy of the policy shall be supplied to the Lessor. The policy shall contain

a "Waiver of Subrogation" clause in favor of the Lessor, any subsidiaries or affiliates, its elected and appointed officials, employees, volunteers, representatives, and agents.

PROPERTY INSURANCE

Lessee shall be responsible for maintaining property insurance coverage for the Lessee's contents and personal property. Lessor will, to the extent available, maintain property insurance coverage for the structure of the building including permanent improvements and betterments, and permanently installed equipment and fixtures.

The limits and types of Lessor provided property insurance is in the sole discretion of the Lessor. Lessee shall have no right of recourse against the Lessor for any loss not covered by such insurance.

In the event the leased premises or the building or any part thereof shall be so damaged by fire or other casualty during the term of the Lease so that the leased premises are rendered untenable, then in case such damage is not capable of being repaired by Lessor in the exercise of reasonable diligence within one hundred (180) days thereafter, or if Lessor does not actually complete such repairs within one hundred eighty (180) days after such loss or damage, it shall be optional with either party hereto to cancel this Lease by giving the other party written notice to that effect; and in the event of cancellation, rent shall be paid only up to the date of such damage. Lessee shall not be required to pay rental on the premises during the period the premises are rendered untenable and the term of this Lease shall be extended by the amount of time that the premises are untenable.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The Lessor shall be named on each Certificate as an Additional Insured and this Lease shall be listed. If required by the Lessor, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Lessor an ACORD 25. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Lessor and shall file with the Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. The "Certificate Holder" address should read: City of Pensacola, Risk Management, P.O. Box 12910, Pensacola, FL 32521

INSURANCE OF THE LESSEE PRIMARY

The Lessee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the Lessor. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

PAY ON BEHALF OF THE LESSOR

The Lessee agrees to pay on behalf of the Lessor, as well as provide a legal defense for the Lessor, both of which will be done only if and when requested by the Lessor, for all claims as described in the Indemnification and Hold Harmless paragraph. Such payment on the behalf of the Lessor shall be in addition to any and all other legal remedies available to the Lessor and shall not be considered to be the Lessor's exclusive remedy.

