



**REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND HUED SONGS, INC.
FOR ACCESS AND USE OF
1033 NW 6TH STREET**

This Revocable License Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (“County”), and Hued Songs, Inc., a Florida corporation, whose address is 4974 SW 135th Avenue, Miramar, Florida 33027 (“Licensee”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County leases certain real property located at 1033 Northwest 6th Street, Suites 101, 102, 103, 104, 201C, and 202, Fort Lauderdale, Florida 33311 (the “Property”).

B. County awarded a Cultural Division Grant to Licensee and entered into a Cultural Division Grant Agreement (“Grant Agreement”) for the period of October 1, 2025 through September 30, 2026. In conjunction with the Grant Agreement, County desires to grant Licensee a nonexclusive license to use the Property for arts programming, including workshops, concerts, and visual art exhibitions, pursuant to the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recital clauses are true and correct and are incorporated herein by reference.
2. Grant of Revocable License.
 - a. County grants to Licensee, and Licensee’s employees, agents, contractors, licensees, invitees, and guests, a nonexclusive, revocable license to access and use that certain portion of the Property, as more particularly described in **Exhibit A** attached hereto and made a part hereof (“Premises”), as well as the Common Areas of the Property. The term “Common Areas” shall mean all areas and facilities in the Property that are available for the general use and convenience of Licensee and their respective employees, agents, patrons, invitees, licensees, contractors, visitors, or guests, and may include, without limitation, parking areas, driveways, sidewalks, access roads, terraces, restrooms, trash facilities, landscaped areas, hallways, entryways, walkways, stairs, loading areas, and water fountains.

- b. Licensee is solely permitted to use the Premises for the purpose of: (i) arts programming, including workshops, concerts, and visual arts exhibitions and (ii) other purposes related to the Grant Agreement (the “Permitted Uses”).
- c. Licensee covenants it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Property, (ii) take any action, or keep anything in or about the Property that would increase the risk of any hazard, fire, or catastrophe; (iii) damage the Property; or (iv) use or occupy or permit the Property to be used or occupied in any manner that would violate any federal, state, or local statutes, laws, ordinances, or codes.
- d. If Licensee or its employees, agents, contractors, licensees, invitees, and guests, take any action or make any commission that causes or results in damage to the Property, Licensee shall, at its sole cost and expense, restore and repair such damaged property or area to its condition before such damage. If Licensee fails to make such restoration or repair within ten (10) calendar days of the receiving County’s request, County may make such restoration or repair and invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) calendar days after receipt of a certified invoice detailing the cost thereof.

3. Term. The term of this Agreement shall commence retroactively on October 1, 2025 (“Commencement Date”), and shall run concurrently with the term of the Grant Agreement (“Initial Term”), unless otherwise terminated earlier as provided in this Agreement. Licensee shall have the right to renew this Agreement for up to five (5) terms of one (1) year each (each a “Renewal Term”) upon the same terms and conditions of this Agreement. Each Renewal Term shall be deemed to have been automatically exercised unless notice of nonrenewal is sent by either Party no later than thirty (30) days prior to the expiration of the then-current Term. The Initial Term and the Renewal Terms (if timely exercised), are collectively referred to in this Agreement as the “Term.”

4. Compensation. Licensee shall pay County a total of Ten Dollars (\$10.00) for the Term of this Agreement (“Payment”).

5. Termination. This Agreement may be terminated:

- a. By either Party with at least thirty (30) calendar days advance written notice to the other Party.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If Licensee erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(c).

- c. For convenience by the Broward County Board of County Commissioners with at least thirty (30) calendar days advance written notice to County. County acknowledges that it has received good, valuable, and sufficient consideration for Licensee's right to terminate this Agreement for convenience including in the form of Licensee's obligation to provide advance notice to County of such termination in accordance with this section.
- d. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- e. This Agreement may be terminated by the County at such date provided in the County's notice if Licensee is not awarded a grant from the Broward County Cultural Division that provides the right to use the Premises.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, Licensee shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Licensee due to County's failure to comply with any term(s) of this Agreement.

6. Surrender. Upon the expiration or earlier termination of this Agreement, Licensee shall peaceably surrender and deliver the Premises to County in the same condition as received and Licensee shall remove all personal property, equipment, and any items stored or placed on or in the Premises. Any property remaining on the Premises after the specified removal period, without written agreement for an extension, shall be considered abandoned by Licensee, and in such case shall be deemed the property of County without further liability to Licensee.

7. Repairs and Maintenance. Licensee shall, at its sole cost and expense, keep and maintain the Property in a clean, safe, good, and orderly condition at all times during the Term of this Agreement, including making all necessary repairs.

8. Alterations and Improvements.

- a. Licensee may, at its sole cost and expense, make non-structural changes, alterations, or additions to the interior spaces of the Premises ("Personalty") with prior written consent from County. All Personalty shall remain the exclusive property of Licensee unless the Parties agree otherwise in writing. Licensee agrees that all Personalty and any personal property placed on the Premises shall be at Licensee's own risk. Upon expiration or earlier termination of this Agreement, Licensee shall remove its Personalty from the Premises.

- b. Licensee may, at its own expense, make structural changes, alterations, additions to interior spaces of the Premises (“Improvements”) as Licensee deems necessary or expedient in Licensee’s operation, with prior written consent from County. The Improvements shall immediately be, upon being added to or incorporated in the Premises and, during the Term of the Agreement, shall remain the exclusive property of Licensee unless the Parties agree otherwise in writing.
- c. All Personalty and Improvements shall comply with all applicable laws and shall not negatively affect the integrity of the structural portions of the Premises.
- d. Upon the expiration or earlier termination of this Agreement, Licensee shall, at its sole expense, remove its Personalty and Improvements from the Premises, and repair all damage caused by such removal. Any Personalty or Improvements not removed from the Premises upon the expiration or earlier termination of this Agreement shall be deemed the property of County without further liability to Licensee. Notwithstanding, if, upon expiration of this Agreement, the Parties agree to enter into a new agreement, Licensee shall not be required to remove its Personalty and Improvements during any interim negotiations for the new agreement between the Parties.

9. Utilities and Services. Dickey Consulting Services, Inc. (“Dickey Consulting Services”) shall, at its sole cost and expense, pay for all utilities and services specifically related to the Premises and/or Improvements.

10. Liability.

- a. Licensee shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

- b. If Licensee contracts with a third party to perform any of Licensee's Permitted Uses under this Agreement, Licensee shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

- c. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

11. Insurance.

- a. Throughout the term of this Agreement, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit B** in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- b. Licensee shall ensure that "Broward County" and "Dickey Consulting Services" (collectively, "Insured Entities") are listed and endorsed as additional insured entities as stated in **Exhibit B** on all policies required under this article.
- c. On or before the Effective Date or at least fifteen (15) days prior to commencement of any Permitted Uses under this Agreement, as may be requested by the Insured Entities, Licensee shall provide the Insured Entities with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the Insured Entities, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after the Insured Entities' request.

- d. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the term. Licensee or its insurer shall provide notice to the Insured Entities of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide the Insured Entities with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- e. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- f. If Licensee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, the Insured Entities shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any of the Insured Entities' insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Licensee.
- g. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to the Insured Entities for approval at least fifteen (15) days prior to the Effective Date or commencement of any Permitted Uses. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the Insured Entities. The Insured Entities may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or the Insured Entities, if so elected by the Insured Entities, and Licensee shall obtain same in endorsements to the required policies.
- h. Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against the Insured Entities, and shall obtain same in an endorsement of Licensee's insurance policies.

- i. Licensee shall require that each of its subcontractor maintains insurance coverage that adequately covers the Permitted Uses performed by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that “Broward County” and “Dickey Consulting Services” are named as additional insured entities under the subcontractors’ applicable insurance policies. Licensee shall not permit any subcontractor to perform any Permitted Uses unless and until all applicable requirements of this article are satisfied.
- j. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of this Agreement for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain “extended reporting” coverage that applies after termination or expiration of this Agreement for at least the duration stated in Exhibit B.

12. Notices. In order for notice to a party to be effective under this Agreement, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to County:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Director of Cultural Division
Governmental Center, Room 329-H
100 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: pdunlap@broward.org

Notice to Licensee:
Executive Artistic Director
Hued Songs, Inc.
4974 SW 135 Avenue
Miramar, Florida 33027
Email: kunya@huedsongs.org

Notice to Dickey Consulting Services, Inc.:
President & CEO
Dickey Consulting Services, Inc.
1033 Northwest 6th Street, Suite 206
Fort Lauderdale, Florida 33311
Email: sdickey@dickeyinc.com

13. Binding Effect. Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.

14. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

16. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

17. Amendments. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Licensee.

18. Survival. Either party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this

Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

19. Independent Contractor. Licensee is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

20. Third-Party Beneficiaries. Neither Licensee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

21. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Licensee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. Licensee shall not assign or sublet the use of any of the Premises.

22. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

23. Compliance with Laws. Licensee must comply with all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity ("Applicable Law"). Licensee must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

24. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

25. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this

Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

26. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

27. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

28. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

29. Representation of Authority. Licensee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Licensee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Licensee has with any third party or violates Applicable Law. Licensee further represents and warrants that execution of this Agreement is within Licensee’s legal powers, and each individual executing this Agreement on behalf of Licensee is duly authorized by all necessary and appropriate action to do so on behalf of Licensee and does so with full legal authority.

30. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Licensee, Licensee hereby attests under penalty of perjury that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Licensee declares that they have read the foregoing statement and that the facts stated in it are true.

31. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

32. Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, unless otherwise expressly stated in this Agreement.

33. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the County nor shall anything included herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

34. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

35. Use of County Name or Logo. Licensee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

36. Contract Administrator Authority. The Contract Administrator is defined as the Broward County Director of Cultural Division. The Contract Administrator is authorized to coordinate and communicate with Licensee to manage and supervise the performance of this Agreement. Licensee acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Contract Administrator has the right to exercise termination rights pursuant to Section 5(a).

(Signature Pages to follow)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2026; and Hued Songs, Inc., signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone:(954) 357-7600

By Sunnaz Toreihi Digitally signed by Sunnaz Toreihi
Date: 2026.03.17 15:55:59 -04'00'
Sunnaz Toreihi (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2026.03.17 15:56:17 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney


ST/sr
Revocable License Agreement – Hued Songs, Inc.
3/6/2026
iManage #1213145



REVOCABLE LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND HUED SONGS, INC.
FOR ACCESS AND USE OF
1033 NW 6TH STREET

LICENSEE

HUED SONGS INC.

By: 
Authorized Signer

Kunya Howley, Executive Artistic Director
Print Name and Title

20 day of March, 2026

Exhibit A
Premises

Abbreviated Legal Description: PROGRESSO 2-18 D LOT 25 LESS RD, 26 THRU 33 BLK 331

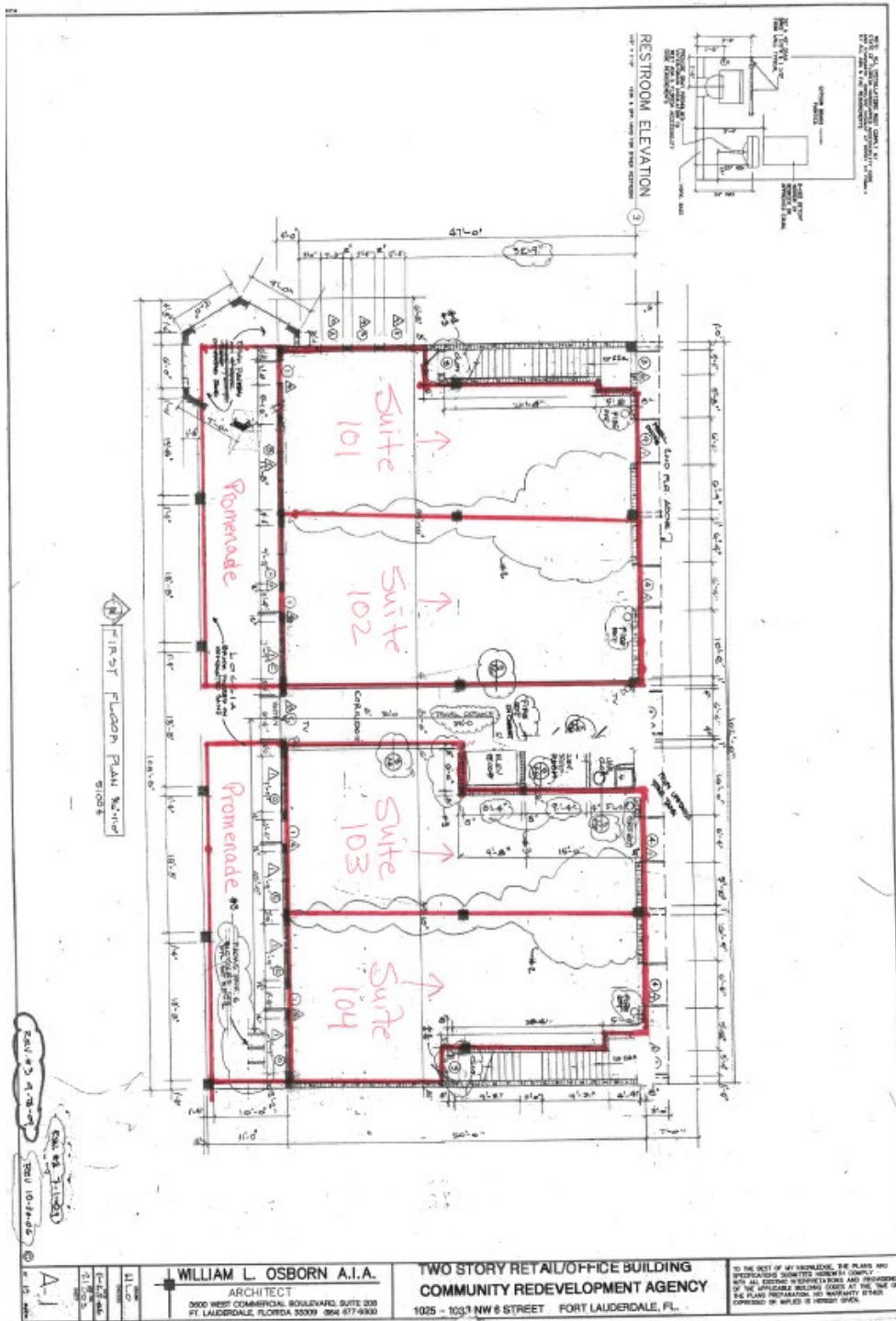



Exhibit B

Minimum Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

Project: Revocable License Agreement with Hued Songs, Inc.
Agency: Cultural Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal and Advertising Injury <input type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> Abuse and Molestation Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	STATUTORY LIMITS		
<input checked="" type="checkbox"/> EMPLOYERS LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: Broward County and Dickey Consulting Services, Inc. are additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. County shall be provided 30 days' written notice of cancellation, 10 days' notice of cancellation for non-payment. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2026.02.05 16:37:25 -05'00' <hr/> Risk Management Division		