



TEN-8 FIRE EQUIPMENT INC.  
RENTAL AGREEMENT

Ten-8 Fire Equipment, Inc. and Hollywood Fire Rescue, for valuable consideration, agree as follows:

1. Ten-8 shall provide to the Hollywood Fire Rescue, one (1) 2001 Pierce Contender Pumper. The Hollywood Fire Rescue agrees to accept said vehicle and to use said vehicle over the rental period at no rental charge.
2. Ten-8 and Hollywood Fire Rescue agree that the following provisions are part of this agreement:
  - A. Hollywood Fire Rescue shall, at their expense, pick up above said vehicle from Ten-8 at 2651 Wiles Road, Pompano Beach, FL 33073 on March 21, 2016 and return said vehicle to 2651 Wiles Road, Pompano Beach, FL 33073 on or before April 30, 2016.
  - B. Said vehicle shall be provided by Ten-8 to Hollywood Fire Rescue without any fire fighting equipment, such as hoses, axes, pike poles, tools, fans and other equipment or apparatus normally supplied by a fire department. Hollywood Fire Rescue shall not, without the prior written consent of Ten-8, drill any holes in said vehicle or otherwise alter said vehicle for the purpose of affixing any permanent equipment on said vehicle.
  - C. If said vehicle shall be damaged by reason of any misuse, negligence, unauthorized alteration, accidental damage, lack of operational knowledge or failure by Hollywood Fire Rescue to perform normal maintenance or adjustments during the rental period, then the cost of repairing the damage shall be borne by Hollywood Fire Rescue.
  - D. While said vehicle is in the possession or control of Hollywood Fire Rescue, Hollywood Fire Rescue shall cover said vehicle with insurance for general liability. A copy of the insurance policy shall be supplied at time of commencement of rental period.
  - E. Hollywood Fire Rescue shall, at their expense, perform normal maintenance and adjustments for said vehicle during the rental period, including, but not limited to, checking and adding to all chassis and pump fluid levels, and routine washing of the entire vehicle.

- F. Hollywood Fire Rescue shall promptly notify Ten-8 in writing of any failure or malfunction of said vehicle or any component or part thereof. At its sole cost, Ten-8 shall repair vehicle. Rental obligation shall be abated during the period of time that the vehicle is not available for use by the Hollywood Fire Rescue, and until such time that the vehicle is returned to the Hollywood Fire Rescue and ready for use.
- G. To the extent authorized by law, Hollywood Fire Rescue shall indemnify, defend and hold Ten-8, its agents and employees, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorney's fees) in connection with any damage to or destruction of property, or injury to or death of persons, arising out of or resulting from the use or operation of said vehicle during the rental period. The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such parties negligent, willful, or intentional acts or omissions.
3. This agreement shall bind and benefit Ten-8 and Hollywood Fire Rescue and their respective legal representatives, successors and permitted assigns. Neither party shall assign this agreement in whole or in part without the prior written consent of the other party. This agreement shall be amended or extended only in writing signed by the parties to this agreement.

IN WITNESS WHEREOF, the parties, each by its duly authorized representative, have executed and delivered this agreement as of the date or dates listed below.

TEN-8 FIRE EQUIPMENT

By: [Signature]  
 Title: Safety Manager  
 Date: 3/21/16

HOLLYWOOD FIRE RESCUE

By: [Signature]  
 Title: ACTING CITY MANAGER  
 Date: 3/21/16

APPROVED AS TO FORM AND LEGALITY  
 FOR THE USE AND RELIANCE OF THE  
 CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: [Signature]  
 CITY ATTORNEY





# CITY of HOLLYWOOD, FLORIDA

## Office of Labor Relations

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045  
Phone (954) 921-3519 • Fax (954) 921-3678 • www.hollywoodfl.org

Raquel Elejabarrieta, Esq.  
Director

March 21, 2016

Ten-8  
2651 Wiles Road  
Pompano Beach, FL 33073

Re: City of Hollywood Self-Insurance

To whom it may concern:

As requested, the City's letter of self-insurance for your records.

The City of Hollywood is a municipality of the State of Florida and is self-insured for liability and workers compensation as permitted under Section 768.28 of the Florida Statutes regarding Sovereign Immunity. Further, in this regard, the City has established a formal funded self-insurance program created by Ordinance.

The City has a self-insured retention of \$400,000 per occurrence for liability and \$600,000 for workers compensation. The City has purchased excess coverage that covers up to \$1,000,000 per occurrence with an aggregate of \$5,000,000 over the City's self-insured retention.

The City is self-insured for any property/physical damage to the vehicle.

Please contact me at (954) 921-3292 if you should have any questions.

Sincerely,

Horace McLarty  
Senior HR & Risk Management  
Accountant



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 561-995-6706 <b>FAX (A/C, No):</b> 561-995-6708 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> HOLLYWO-01 City of Hollywood P. O. Box 229045 Hollywood FL 33022		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A :</b> Underwriters at Lloyd's, London 11230 <b>INSURER B :</b> Safety National Casualty Corporatio 15105 <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1320303523

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PK1021415	10/1/2015	10/1/2016	EACH OCCURRENCE \$See Below DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$See Below PRODUCTS - COMP/OP AGG \$
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER					
X	POLICY	PRO-JECT	LOC			\$
A	AUTOMOBILE LIABILITY		PK1021415	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$See Below BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED AUTOS				
	HIRED AUTOS	NON-OWNED AUTOS				
A	UMBRELLA LIAB	OCCUR	PK1021415	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$5,000,000 \$
X	EXCESS LIAB	CLAIMS-MADE				
	DED X RETENTION \$400,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
		Y / N				E.L. DISEASE - POLICY LIMIT \$
		<input type="checkbox"/> N / A				
B	Excess Workers Compensation Employers Liability *Self Ins. Retention		SP4053829	10/1/2015	10/1/2016	Statutory \$1,000,000

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

\*Self Insured Retention \$600,000 Combined Package Buffer and Excess Workers Compensation

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE of COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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