

LEE COUNTY PORT AUTHORITY
Supplemental Terms & Conditions

PGY24-0076 Technology Solutions, Products and Services

Lee County Port Authority (Authority) desires to obtain technology solutions, products, and services from Provider for the Southwest Florida International Airport and/or Page Field Airport (Airport or RSW or FMY) in Fort Myers, Florida in accordance with the agreement between the Authority and GoApron, INC. ("Provider") which was made pursuant to competitive solicitation Contract No. 230105, ("Source Agreement") as set forth in **Exhibit A**. In accordance with the Source Agreement, a participating addendum is allowed to incorporate Authority terms to ensure compliance with Authority requirements, Florida law, airport security requirements and federal grantor requirements. The following supplemental terms and conditions will apply.

1.0 ORDER OF PRECEDENCE - If there are any conflicts between this Supplemental Terms & Conditions and the terms of the Source Agreement, this Supplemental Terms & Conditions will control.

2.0 TERM - The effective date of this Agreement will begin upon approval by the Board of Port Commissioners and will continue for three years. A purchase order, which will serve as the Notice to Proceed, will be issued by the Authority. The time frame for full implementation of the software to the satisfaction of the Authority is ninety (90) days from the date of issuance of the Purchase Order.

The Agreement will be effective from the date of approval by the Board of Port Commissioners and will continue for the duration of the Source Agreement and renewals or extensions exercised by the Source Agreement. The Authority may exercise the option to renew for successive years at the same pricing, terms and conditions of the initial agreement.

3.0 COMPENSATION - Authority will pay for all authorized services in accordance with the terms of the Source Agreement and the Statement of Work based on the Compensation Schedule set forth in **Exhibit B**. The Authority will issue payment to Provider within forty-five (45) calendar days of an invoice that is in acceptable form and containing itemized and detailed description of charges.

4.0 NOTICES - Notices will be in writing to the following addresses of record:

If to the Authority:
LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

If to the Provider:
GoApron, INC.
2232 Caminito Pajarito, Unit 112
San Diego, CA 92107
Attention: Shadrach Vaughn / CEO

5.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS - Provider must comply with section 119.0701, Florida Statutes, with regard to public records, and must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
- 2) Upon request from the Authority, provide Authority a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS RD., STE 8671, FT. MYERS, FLORIDA 33913, publicrecords@flylcpa.com; <https://www.flylcpa.com/publicrecordsrequests/>

Provider acknowledges that some information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

- 1) Airport Security Plans, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.
- 2) Building Plans - Section 119.071(3)(b)1, Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority from the disclosure requirements of the law.
- 3) Airport Security and Fire Safety Systems - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety systems.

Provider agrees not to make available to any third party without Authority's written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction, any confidential or exempt information concerning services to be rendered. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

6.0 PUBLIC ENTITY CRIMES - Per section 287.133(3)(a), Florida Statutes, the Authority notifies Provider of the provisions of section 287.133(2) (a), which prohibits a person or affiliate who is on the convicted vendor list from contracting to provide products or services to a public entity and from performing work.

7.0 SCRUTINIZED COMPANIES - Provider confirms it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is not engaged in business operations in Cuba or Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Further, Provider is not engaged in business operations in Cuba or Syria and is not engaged in a boycott of Israel.

8.0 CIVIL RIGHTS PROVISIONS - In all its activities within the scope of its airport program, Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Non Discrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Provider and subcontractors through the term of the Agreement.

9.0 TITLE VI LIST OF PERTINENT NON DISCRIMINATION ACTS AND AUTHORITIES - Provider, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

10.0 NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE- Provider, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this participating addendum.
- b. **Nondiscrimination:** Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of its obligations hereunder and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** Provider will supply all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Provider's non-compliance with the non-discrimination provisions of this contract, Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Provider under the contract until the Provider complies; and/or
 - ii. Canceling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge. Immediately upon completion of work requiring airport security access, or the resignation, dismissal or conclusion of work requiring airport security access to any Provider agent, employee,

subcontractor, or invitee, Provider will notify the Airports Police Department that access authorization has changed. Provider will provide written confirmation on company letterhead within twenty-four (24) hours of providing initial notice to the Airport's Police Department. And, Provider will surrender any Airport Security Identification Badge held by Provider or Provider's agents, employees, subcontractors, or invitees. Failure to surrender these items within five (5) days will result in assessment of a One Hundred Dollars (\$100.00) fee per identification badge not returned. This fee may be deducted from any money owing to the Provider, at the Authority's discretion.

11.0 GOVERNING LAW AND VENUE - These Supplemental Terms and Conditions will be interpreted, construed and governed by the laws of the state of Florida. Venue for any suit or action will be in Lee County Circuit Court in Lee County, Florida. The right to remove a suit or action to federal court is waived. Each party will bear their own attorney fees.

12.0 INSURANCE - Provider is required to produce a certificate of insurance (COI) that meets all requirements as set forth in **Exhibit C**. Provider agrees to provide Authority's Risk Manager with a COI indicating all policies are endorsed to provide advance written notice of cancellation, intent not to renew, material change, or reduction in policy coverages except in the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit, Provider will immediately have the Aggregate Limit reinstated to the full extent permitted. If canceled, Provider will obtain replacement coverage immediately. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida.

All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Acceptance by the Authority of any COI with the coverages and limits required does not constitute approval that the insurance policies shown in the COI comply with Authority requirements. All coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and will include a waiver of subrogation in favor of the Authority.

13.0 INDEMNIFICATION (if required) - Provider agrees to be liable for, and will indemnify and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

The remainder of this page is intentionally left blank.

This Supplemental Terms & Conditions is presented by Lee County Port Authority, a political subdivision and special district of the state of Florida at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and accepted by GoApron, INC., a California corporation, authorized to do business in the state of Florida, at 5951 NW 151 Street #43, Miami Lakes, FL 33014, Federal Identification Number 84-1977617. Acceptance is indicated by the signature of Provider's authorized representative which affirms Provider is an organization in good standing in its state and authorized to do business in the state of Florida.

GO APRON, INC.

By: Shadrach Vaughn
Shadrach Vaughn / CEO

ATTEST: KEVIN KARNES
Lee County Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____

Approved as to Form for the Reliance
of Lee County Port Authority Only

By: _____
Lee County Port Attorney's Office

EXHIBIT A
SOURCE AGREEMENT

[TIPS CONTRACT: 230105 Technology Solutions Products and Services](#)

EXHIBIT B
Statement of Work and Compensation Schedule



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RSW Implementation Timeline

Once a contract is executed, GoApron will bill LCPA through an invoice (which may be sent by email), in which case, full payment for invoices issued must be received by GoApron forty-five (45) days after the mailing date of the invoice. GoApron will bill LCPA annually for the software.

GoApron estimates that it will take 90 days to fully implement the GoApron platform for operations with full participation. The following is an outline of the implementation timeline from the date of contract signage:

Days 1 - 7 Data Gathering (*Internal*)

Available information regarding the client (Airport) and their tenant users (airline and ground handlers) is collected and built into the system.

Days 7 - 14 Meeting 1 (*Client only*)

This meeting is focused on additional data gathering and implementation planning with the client. The following will occur:

1. Review and share the following spreadsheets (will need to be completed by Client):
 - a. Gates and Spots
 - b. Partners
 - c. Users
2. Train on features and use of GoApron
3. Discuss Introduction to Tenant Managers (Usually during Tenant-Manager meetings)
4. Discuss GoApron roll out to Tenants (familiarization period) and launch date
5. Schedule meetings for introduction and trainings

Days 14 - 21 Training 1 (*Client only - Key Management Members*)

This meeting is focused on training the Client's Operations Managers on the features and use of GoApron. During this meeting, the following will be occur:

1. GoApron introduction (including use and functionalities)
2. Train on use of GoApron
3. Discuss proposed launch date

EXHIBIT B
Statement of Work and Compensation (Continued)



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Days 21 - 29 Training 2 (Client only - Airside Ops Team)

This meeting is focused on training the Client's Operations Managers on the features and use of GoApron. During this meeting, the following will be occur:

1. GoApron introduction (including use and functionalities)
2. Train on use of GoApron
3. Discuss proposed launch date

Days 29 - 39 Training 3 & 4 (Tenant Users with Client Sit-In)

This meeting will introduce and train the tenants on the use of GoApron. It is requested that a Client member sit in on this meeting in case there are specific Tenant questions. During this meeting, the following will occur:

1. GoApron introduction (including use and functionalities)
2. Explain reason for migration to GoApron and Client expectations for Tenants
3. Train on use of GoApron
4. Discuss launch date

Day 40 Initial Go Live Date

Days 40 - 45 Training 4 (Client - Finance)

This meeting will focus on training the Client's Finance team. During this meeting, the following will occur:

1. GoApron introduction (including use and functionalities)
2. Train on use of GoApron (Finance specific)
 - a. Financials tab
 - b. Flights tab

Days 45 - 90 RSW Customizations & Feedback (Post initial launch)

Post launch, GoApron will complete the following:

1. Customization such as:
 - a. Provide RSW with the ability to easily create multi-spot reservations and display them on the schedules tab.
 - b. Provides RSW with color-coded pucks on schedules tab.
 - c. Provide RSW with the ability to set up gate adjacency rules and visualize a gate out of service.

EXHIBIT B
Statement of Work and Compensation (*Continued*)

GOAPRON		Page: 3
Days 91+	Feedback	
	<ol style="list-style-type: none">1. Timely response to questions, requests, suggestions2. Continuous system monitoring and improvement by GoApron Admins3. Continuous customer success initiatives	

EXHIBIT B
Statement of Work and Compensation (Continued)



SECTION 1: Services

GoApron will:



- Provide RSW with dynamic gate matching.
- Provide RSW with users & permissions management.
- Provide RSW with the ability to manage all gates and remote spots.
- Provide RSW with gate utilization data.
- Provide RSW with seamless gate forecasting and future schedules planning utilizing real-time data.
- Provide a software solution that enables RSW to auto-assign gates and remote spots based on RSW real-time data and operational rules.
- Provide a software solution that enables RSW to import SSIM and CSV files.
- Provide a software solution that enables RSW staff, airlines, & ground handlers to request a gate or remote spot.
- Provide software that allows RSW to assign spots & gates without airline assistance.
- Implement all operational rules & dependencies from RSW.
- Implement RSW's RON rules and rate sheet.
- Will automatically compile usage charges based on RSW's rate sheet and usage activity.
- Display financial reporting for RSW.
- Display gate and spot usage reporting for RSW.
- Enable RSW to view future schedules view.
- Enable RSW to view and edit reservations from future schedules view.
- Provide RSW with the ability to easily create multi-spot reservations and display them on the schedules tab .
- Provides RSW with color-coded pucks on schedules tab.
- Allow RSW & tenants to edit gate and remote spot requests.
- Provide RSW with the ability to take a gate out of service.
- Host and maintain GoApron's Software Solutions.
- Provide secure Management Dashboard for RSW Airfield Ops to view and manage GoApron Gate Management Solution.
- Retrieve all necessary aircraft data.
- Provide RSW with approval layer.
- Provide RSW with the ability to auto-approve gates and remote spots.
- Provide RSW with real-time flight data.
- Provide RSW with automated aircraft landing information.
- Provide as many user accounts as needed.
- Provide RSW with unlimited support and maintenance requests.
- Allow RSW to export all reports via CSV.

EXHIBIT B
Statement of Work and Compensation (*Continued*)



SECTION 1: Services (*continued*)

GoApron will (continued):



- Provide RSW, airlines, and ground handlers with interactive training sessions.
- Provide RSW with email and SMS notifications.
- Provide RSW with notifications based on trigger events from OAG data.
- Provide an API to integrate with necessary RSW systems.
- Will be supported on the latest versions of Google Chrome and Microsoft Edge.

Additional Platform Features:



- Unlimited user accounts
- Web-based SaaS platform with zero on-site installation
- Mobile friendly – access from anywhere
- Regular updates and new features included
- Continuous, automated backups

EXHIBIT B
Statement of Work and Compensation (Continued)



SECTION 2: Pricing

Pricing based on a 3-year contract.

Year 1 Pricing	\$100,000	\$64,800 – 40% Off
Year 2 Pricing	\$100,000	\$86,400 – 20% Off
Year 3 Pricing	\$100,000	\$97,200 – 10% Off



Shadrach Vaughn

Shadrach Vaughn
CEO GoApron, Inc.
shad@goapron.com
+1 (760) 703-1005

EXHIBIT C

INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

During the term of the Agreement and at all times without interruption, Provider must provide, pay for, and maintain the types and limits of insurance in accordance with the Source Agreement and this section. The acceptance by Authority of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements of this Agreement. No work will commence, or any Services be provided, under this Agreement unless and until the required certificates of insurance are received and approved by Authority.

INSURANCE REQUIRED (Types and Limits)

Such insurance must be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. An excess liability policy or umbrella policy can be used to satisfy the above limits.

Workers' Compensation - Insurance as required by the State of Florida, and Employers' Liability insurance with minimum limits as indicated:

Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Each Employee/Disease

This insurance must cover Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard workers' compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

Cyber Insurance - Provider must maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Provider for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to the Authority, but in no event less than the following in the amount of at least \$2,000,000 for each occurrence and at least \$2,000,000 in the aggregate. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Provider must furnish to the Authority, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Provider must not cancel or reduce any such insurance without prior written consent of the Authority. Provider must notify Authority in writing within five (5) business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

Additional Insured - The Authority must be named as an additional insured on all policies except for workers' compensation and professional liability. The policies must be endorsed to include the following language "Lee County Port Authority, its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the 'work' or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such work or operations."

Acceptability of Insurers - Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Authority in no way warrants that the above required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

Waiver of Subrogation - Insurance will be primary and noncontributory and will include a Waiver of Subrogation by both the Provider and its insurers in favor of the Authority on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance (COI) - Prior to the issuance of a purchase order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, the Provider will furnish the Authority with a certificate of insurance using an ACORD form and containing the Agreement Title with Lee County Port Authority named as an additional insured on the applicable coverage set forth above. The appointed insurance agent or carrier will be duly licensed to provide coverage and honor claims within Florida. Provider must ensure the certificate of insurance with Lee County Port Authority as certificate holder is delivered to riskmanagement@flylcpa.com. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory.

Policy on Request - If requested in writing by the Authority, the Provider will supply to the Authority a certified copy of all applicable insurance policies required by this Agreement.

Change in Coverage - Provider is required to provide a minimum of thirty (30) days written notice to the Authority Risk Manager of any cancellation, nonrenewal, termination, material change, or reduction of any coverage required herein. All such notices will be sent directly to Lee County Port Authority Risk Manager, 11000 Terminal Access Road, Suite 8671, Fort Myers FL, 33913. If the Provider fails to provide the requisite notice, the Authority may terminate any Agreement(s) with the Provider.

Subcontractor's Requirement - Provider must ensure its subcontractors comply with these insurance requirements.

Failure to Maintain Insurance - If Provider does not maintain the insurance coverages required by this Agreement at any time, upon notice to Provider and reasonable opportunity to cure, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for such coverages purchased. Authority will be under no obligation to purchase such insurance, nor will it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages will in no way be construed to be a waiver of its rights under this Agreement.

Provider agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policy coverages except in the application of the aggregate limits provision of any policy. In the event of a reduction in the aggregate limit of any policy,

Provider will immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements of this Agreement.

All of Provider's insurance coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include a waiver of subrogation in favor of the Authority.

No work will commence, or any services or products be provided, under this Agreement unless and until the required certificates of insurance are received and approved by the Authority.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC 3739 Balboa St, #1073 San Francisco, CA 94121		CONTACT NAME: Travis Hedge PHONE (A/C, No, Ext): (844) 488-6728 E-MAIL ADDRESS: COIs@vouch.us FAX (A/C, No):	
INSURED GoApron, Inc. 2232 Caminito Pajarito UNIT 112 San Diego, CA 92107		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12831 21199	

COVERAGES

CERTIFICATE NUMBER: 4

REVISION NUMBER: 1

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 INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDG.BOP.23.AYEEY-L6OI	11/03/2023	11/03/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMPROP AGG \$ 8,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HDG.BOP.23.AYEEY-L6OI	11/03/2023	11/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Additional Remarks Schedule

CERTIFICATE HOLDER**CANCELLATION**

Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, FL 33913

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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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: GoApron, Inc.

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC		NAMED INSURED GoApron, Inc. 2232 Caminito Pajarito UNIT 112 San Diego, CA 92107	
POLICY NUMBER		EXPIRATION DATE:	
CARRIER Refer to page 1 for full list	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 (06/13) **FORM TITLE:** Certificate of Liability

Businessowners Policy HDG.BOP.23.AYFY-L6OI includes a waiver of subrogation for any person or organization that GoApron, Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (BP 04 97).

Additional Insured endorsement (BP 04 48) issued for: Lee County Port Authority - Southwest Florida International Airport (effective 05/23/2024).

Provided, however, Lee County Port Authority - Southwest Florida International Airport is an additional insured only to the extent that liabilities fall within obligations of GoApron, Inc. to indemnify such additional insured pursuant to a written agreement.

Businessowners policy HDG.BOP.23.AYFY-L6OI issued to GoApron, Inc. shall be primary and noncontributory with any other insurance available to Lee County Port Authority - Southwest Florida International Airport provided that Lee County Port Authority - Southwest Florida International Airport is a Named Insured under such other insurance and GoApron, Inc. agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to Lee County Port Authority - Southwest Florida International Airport (BP 14 88 07 13).

Insurer B: C-4MAA-040572-CYBER-2024, 03/08/2024 – 03/08/2025

Technology Errors & Omissions Cyber Liability

Aggregate Policy Limit of Liability: \$5,000,000

Technology Errors & Omissions Limit: \$5,000,000

Cyber Liability Limit: \$5,000,000

POLICY NUMBER:
HDG.BOP.23.AYFY-L6OI

BUSINESSOWNERS
BP 04 48 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Additional Insured endorsement (BP 04 48) issued for: Lee County Port Authority - Southwest Florida International Airport (effective 05/23/2024).
Provided, however, Lee County Port Authority - Southwest Florida International Airport is an additional insured only to the extent that liabilities fall within obligations of GoApron, Inc. to indemnify such additional insured pursuant to a written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2024

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).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): E-MAIL: certs@apintego.com ADDRESS: certs@apintego.com	
INSURED GoApron, Inc. 2916, Mission Boulevard San Diego CA 92109		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company NAIC #: 29424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	78WEGAP6DKD	12/24/2023	12/24/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Lee County Port Authority 11000 Terminal Access Road Fort Myers FL 33913	CANCELLATION 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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ACORD 25 (2010/05)

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GoApron Supplemental Terms and Conditions

Final Audit Report

2024-05-28

Created:	2024-05-28
By:	Benjamin Ware (baware@flylcpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACz0BJRNHhJ6mzuaaA021t-gKoJF92ZI0

"GoApron Supplemental Terms and Conditions" History

-  Document created by Benjamin Ware (baware@flylcpa.com)
2024-05-28 - 2:44:40 PM GMT
-  Document emailed to Shadrach Vaughn (shad@goapron.com) for signature
2024-05-28 - 2:46:30 PM GMT
-  Email viewed by Shadrach Vaughn (shad@goapron.com)
2024-05-28 - 3:22:27 PM GMT
-  Document e-signed by Shadrach Vaughn (shad@goapron.com)
Signature Date: 2024-05-28 - 3:25:08 PM GMT - Time Source: server
-  Agreement completed.
2024-05-28 - 3:25:08 PM GMT