



Hull & Company, Inc.
 1815 Griffin Rd, Suite 300
 Dania Beach, FL 33004
 (954)527-4855 Fax: (866)449-8449
 Web: www.hullco.com

Managing General Agents ■ Wholesale Insurance Brokers

Producing Agency: RISK MANAGEMENT ASSOCIATES INC
 Agent Name: Alan S Florez
 P. O. Box 2416
 Daytona Beach, FL 32115

Name of Assured: City of Key West (The)
 Address: Attn: Risk Management
 PO Box 1409
 Key West, FL 33041

ATTENTION PRODUCER!
 PLEASE EXAMINE THIS DOCUMENT CAREFULLY. IF ANY OF THE TERMS OR CONDITIONS VARY FROM THOSE THAT YOU REQUESTED, NOTIFY HULL & COMPANY IMMEDIATELY IN WRITING.

Effective 12:01 a.m. local standard time from 10/01/2014 to 10/01/2015.

Acting upon instructions from the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # OMH 144-19-13-03 has been effected.

COVERAGE

As per attached Cover Note.

PREMIUM

Premium:	\$16,027.00
FHCF 1.3%	\$208.35
Total:	\$16,235.35

Minimum Earned Premium Applies

Flat Cancellation Not Permitted

SECURITY

As per attached Cover Note.

By: James Gallaudet
 James Gallaudet



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NOTICE TO POLICYHOLDERS

FLORIDA CATASTROPHE FUND EMERGENCY ASSESSMENT

The Florida Office of Insurance Regulation has authorized the levying of an emergency assessment on all insurers writing property and casualty business in the state on behalf of the Florida Hurricane Catastrophe Fund. The Fund has incurred catastrophic hurricane losses in excess of \$6.8 billion for the 2004 and 2005 contract years. The assessment is necessary to offset the revenue bond and related debt service obligations.

Effective January 1, 2011, a 1.3% surcharge will be applied to property and casualty lines of business with the exception of accident and health, federal flood, medical malpractice or workers' compensation insurance.



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NOTICE OF COMPANY CHANGE

This policy is being transferred to another authorized company within the Great American Insurance Group. This change does not affect policy terms or conditions.



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GAI 2244 (Ed. 01 01)

Policy No. OMH 1441913 04
Renewal Of OMH 1441913 03

OCEAN MARINE POLICY DECLARATIONS PAGE

NAMED INSURED AND ADDRESS: THE CITY OF KEY WEST FL ATTN : RISK MANAGEMENT P.O. BOX 1409 KEY WEST, FL 33041-1409	POLICY PERIOD: Noon Standard Time at the address of the Named Insured shown at left. From 10/01/2014 To 10/01/2015
IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	AGENT'S NAME AND ADDRESS: HULL & COMPANY, INC. 1815 GRIFFIN RD STE 300 DANIA BEACH, FL 33004 - 2252

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY	
Coverage	Premium
MARINA OPERATORS LEGAL LIABILITY	\$ 16,027.00
FL Hurricane Cat Fund Emergency Assess	\$ 208.35
Total Policy Premium	\$ 16,235.35

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).



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OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	FORM AND EDITION	AMENDED		FORM DESCRIPTION
		Effective Date ADDED	Effective Date DELETED	
1.	GAI2244 01/01			OCEAN MARINE DECLARATIONS PAGE
2.	GAI2260 09/11			MARINE POLICY GENERAL TERMS & CONDS
3.	GAI2298 01/01			MARINA OPERATORS POLLUTION LIABILIT
4.	GAI2298 01/01			WARRANTED
5.	GAI2298 01/01			EXCLUSION
6.	GAI2384 01/01			MARINA LIABILITY P&I
7.	GAI2386 08/04			MARINA OPERATOR'S LIAB - NON-REPORT
8.	GAI2398 10/08			TERRORISM COVERAGE ENDORSEMENT
9.	GAI2423 01/01			MARINA OPERATOR'S LTD POLLUTION COV
10.	GAI2492 01/01			OM COV DEC MARINA OPR'S NON-REPORT



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MARINE POLICY GENERAL TERMS AND CONDITIONS

GUIDE TO POLICY CONSTRUCTION

A Great American Insurance Ocean Marine Policy consists of:

- A. a policy jacket;
- B. Marine Policy General Terms and Conditions;
- C. one or more underlying lines of Insurance Policy Declarations;
- D. one or more Coverage Parts (each line of insurance is a coverage part) for each line of insurance Declarations;
- E. each coverage part consists of:
 1. a line of insurance Conditions form (if applicable);
 2. one or more Cause of Loss forms (if applicable);
 3. applicable Endorsements.

BREACH OF WARRANTY

If an Insured breaches any warranty by which:

- a) it undertakes that some particular thing shall be done, or some condition shall be fulfilled; or
- b) it affirms the existence or non-existence of a particular state of facts, then the Insurer is discharged from all liability under the policy from the start of the breach.

INSURED'S REPRESENTATIVE

It is a condition of this policy that any broker, person, firm or corporation who shall procure this insurance to be made by the Company shall be deemed to be exclusively the agent of the Insured in any and all notices, transactions and representations relating to this insurance or connected with or arising out of the same during its continuance or with respect to notice of cancellation.

CANCELLATION

1. The first Named Insured shown in the policy Declarations may cancel this policy by mailing or delivering to the company advance written notice of cancellation.
2. The company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - A. 10 days before the effective date of cancellation if the company cancels for non-payment of premium; or
 - B. 30 days before the effective date of cancellation if the company cancels for any other reason; or
 - C. the number of days allowed in the specific cancellation provisions of the coverage forms forming a part of this policy.

CAPTIONS AND TITLES

Clause Captions and Titles are inserted for convenient reference only and are not to be deemed part of this Policy.

CHANGES

This policy contains all of the agreements between the Named Insured and the Company concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the company's consent. This policy's terms can be amended or waived only by endorsement issued by the company and made a part of this policy.

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

CHOICE OF LAW

The terms of this Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the general maritime law of the United States; and in the absence thereof, the laws of the State of New York.

CONCEALMENT, MISREPRESENTATION AND FRAUD

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by the Named Insured or any other insured, at any time.

EXAMINATION OF BOOKS AND RECORDS

The company may examine and audit the Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

EXAMINATION UNDER OATH

Any Insured, at the request of the Company, submit to questioning under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim under this policy, including the Insured's books and records.

F.C. & S. CLAUSE

Notwithstanding anything to the contrary contained in this Policy, this insurance is warranted free from any claim for or in respect of any loss, damage, liability or expense sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt, threat, or of any taking of the Vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also, from all consequences of hostilities or warlike operations (whether there be a declaration of war or not) but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine, torpedo or similar device), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this clause "power" includes any authority maintaining naval, military, or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage, liability or expense caused by or resulting from any weapon of war, or any experimental or other device in the nature thereof, employing atomic or nuclear fission, fusion or reaction, or radioactive force or matter, or the consequences thereof.

Further warranted free from the consequences of civil war, revolutions, rebellion, insurrection, or civil strife arising therefrom, or piracy.

In the event that this Policy insures the liability of the Insured, of any kind or nature, in addition to the foregoing warranties and exclusions, this insurance is also warranted free from any claim for loss, damage, liability or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability for such loss, damage, liability or expense is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage, disembarkation of troops, combatants or material of war, the placement of the Vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of this Policy.

If war risks are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

LIMITATION OF TIME AND RIGHT TO SUE

No suit or action against the Company shall be maintainable in any court of law, admiralty or equity:

- (a) on any claim for physical loss or damage to the property insured under this Policy, or with respect to any charge or expense arising therefrom, unless, as a condition precedent thereto, the Insured has complied with all of the warranties, stipulations and conditions contained in this Policy and unless commenced within twelve calendar months next following the physical loss or damage out of which the claim arose, or the incurring of the said expense or charge;
- (b) in respect of any other claim under this Policy, unless, as a condition precedent thereto, the Insured shall have complied with all of the warranties, stipulations and conditions contained in this Policy, nor until the Insured has paid a judgment after the actual trial unless the Insured's obligation to pay has been determined by written agreement of the Insured, the claimant and the Company, nor in either event unless suit is instituted within twelve calendar months after the date of such payment or written agreement;

and in either case above, providing that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then and in that event no suit or action under this Policy shall be maintainable unless commenced within the shortest limitation of time permitted under the laws of such state; and

NOTICE OF LOSS

- (a) In the event of accident or occurrence causing loss or damage to the property insured, notice shall be given to the Underwriters, prior to the survey, so that they may appoint a Surveyor of their choosing, if they so desire; and whenever the extent of the damage is ascertainable, the Insurer may take or may require the Insured to take tenders for the repair of such damage.
- (b) In the event of any accident or occurrence arising from a risk insured under this policy, notice thereof shall be given to the Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such accident or occurrence shall be forwarded promptly to the Company.
- (c) In respect of any accident or occurrence arising from a risk insured under this policy, the Insured is obligated to and shall take such steps to protect its (and the Company's) interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence.
- (d) The Company shall have the option of naming attorneys to represent the Assured in the defense of any claim, insured hereunder, made against the Assured, and the Company may exercise exclusive direction and control of the said defense. The Assured shall not assume any obligations, admit any liability, or incur any expense for which the company may be liable, without prior written approval.

Whenever required by the Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Company in all matters which the Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.

NO BENEFIT TO BAILEE

No person or organization, other than the Insured, having custody of the property insured hereunder, will benefit from this insurance.

OCCURRENCE CLAUSE

It is agreed that a sequence of damages arising directly or indirectly from the same peril shall be treated as one casualty.

OTHER INSURANCE

If other valid and collectible insurance exists protecting the Assured against a loss covered by this Policy, this Policy shall be null and void with respect to said loss whether the Assured is specifically named in such other policy of insurance or not; provided, however, that if the applicable Limit of Liability of such other valid and collectible insurance is not sufficient to protect the Assured against such loss, this policy shall apply, but only as excess insurance over such other valid and collectible insurance in an amount equal to the applicable Limit of Liability of this Policy and not as a contributing insurance.

POLLUTION EXCLUSION

This policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, liability, cost, expense, fine, or penalty of any kind or nature, whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly in consequence of, or with respect to, the actual, alleged, or potential or substantial threat of a discharge, emission, dispersal, spillage, release, escape or leakage, upon land, the atmosphere, or any watercourse or body of water of pollutants, including but not limited to oil, fuel, petroleum products, chemicals, toxic materials or substances, hazardous materials or substances, smoke, thermal irritants, vapors, soot, fumes, waste, waste materials, invasive organisms, acids, alkalis, irritants, contaminants or other similar substances.

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (MARCH 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril;

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions;

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, Excluding however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

SEAWORTHINESS CLAUSE

Warranted that at the inception of this policy the vessel(s) shall be in a seaworthy condition and, thereafter, during the currency of the policy, the Insured shall exercise due diligence to keep the vessel(s) seaworthy, and in all regards fit, tight, properly manned, equipped and supplied.

STRIKES, RIOTS, ETC.

Warranted free of loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, malicious mischief or vandalism, civil commotions or the acts of any persons taking part in any such occurrence or disorder.

SUE AND LABOR CLAUSE

In case of any loss or misfortune, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; to the charges whereof the Company will contribute according to the Rate and Quantity of the sum herein insured. And it is especially declared and agreed that no acts of the Company or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE COMPANY

If any person or organization to or for whom the company makes payment under this insurance has rights to recover damages from another, all those rights are transferred to the company to the extent of the company's payment. That person or organization must do everything necessary to secure the company's rights and must do nothing after a loss to impair them. If the Company makes a recovery from any third party because of any damage or loss for which the company has made a payment under this insurance, the company shall be entitled to retain all the proceeds of such recovery up to the amount of the payment hereunder, plus all survey and adjustment expenses incurred on account of such damage or loss and all sums expended to effect such recovery, including but not limited to attorneys fees and expenses, fees and expenses of experts or appraisers, bonds and other costs.

ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

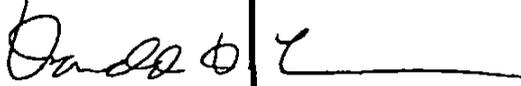
CONFLICT OF TERMS AND CONDITIONS

In the event that the aforesaid General Terms and Conditions conflict in any manner with the specific terms and conditions of the attached policy, the specific terms and conditions shall take precedence and be applicable.

SIGNATORY CLAUSE

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY

All other terms and conditions of this policy remain unchanged.

0020342

GAI 2298 (Ed. 01 01)



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4203
513 369 5000 ph

Policy: OMH 1441913 04
Effective Date: October 1, 2014

Insured: THE CITY OF KEY WEST FL

OCEAN MARINE GENERAL ENDORSEMENT

MARINA OPERATORS POLLUTION LIABILITY

MARINA ENDORSEMENT

This policy is extended to provide pollution coverage for the insured marina owner/operator for on-water oil spills for which they have been named a responsible party under the Oil Pollution Act of 1990, Clean Water Act, or state oil pollution regulations. This policy is further extended to cover vessels in the care, custody, control of the insured which are stored ashore and are subjected to a sudden and accidental discharge regardless of whether there is a threat to a navigable waterway. Shore-side storage coverage is subject to a \$1,000,000. sublimit under the policy, regardless of the number of vessels or occurrences involved, and it is warranted that transit from the named marina location to the storage site shall not exceed 5 miles. Damage to personal and real property of the insured is excluded from shore-side storage coverage.

All other terms and conditions of this policy remain unchanged.



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GAI 2298 (Ed. 01 01)

Policy: OMH 1441913 04
Effective Date: October 1, 2014

Insured: THE CITY OF KEY WEST FL

OCEAN MARINE GENERAL ENDORSEMENT

WARRANTED

Warranted: Any contractor or sub -contractor performing repair or maintenance on the premises or on vessels or equipment on the premises, including docks and moorings, shall be required to provide a Certificate of Insurance with General Liability limits of at least \$1,000,000 and name the City of Key West as an additional insured.

ALL OTHER POLICY TERMS AND CONDITIONS REMAIN UNCHANGED.



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Policy: . OMH 1441913 04
Effective Date: October 1, 2014

Insured: THE CITY OF KEY WEST FL

OCEAN MARINE GENERAL ENDORSEMENT

EXCLUSION

Any and all liability in connection with or arising out of the existence of floating houses located in any covered Marina, including but not limited to the floating houses themselves, as well as any damage to third party vessels or property arising directly or indirectly from the existence of any floating houses in the covered marinas is excluded.

All other policy terms and conditions remain unchanged.



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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 DISCLOSURE OF PREMIUM AND COVERAGE ENDORSEMENT

THIS ENDORSEMENT IS ISSUED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

Terrorism Premium (Certified Acts) \$ 0.00

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Reauthorization Act of 2007, we are required to provide you with a Notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is as shown above or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this policy remain unchanged.



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GAI 2492 (Ed. 01 01)

Policy: OMH 1441913 04

OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE

NAMED INSURED: THE CITY OF KEY WEST FL	
POLICY #: OMH 1441913	POLICY EXPIRATION DATE: 10/01/2015
POLICY EFFECTIVE DATE: 10/01/2014	

COVERAGE LEVEL FORM(S) AND PREMIUM(S)

COVERAGE	PREMIUM
Marina Operator's Liability Clauses Non Reporting - Form #GAI2386	\$ 15,027.00
Minimum Premium: \$ 15,027.00	

COVERAGE	PREMIUM
Marina Operator's Protection & Indemnity - Form #GAI2384	\$ INCLUDED
Limit: \$ 1,000,000	

COVERAGE	PREMIUM
Marina Operator's Limited Pollution Coverage - Form #GAI2423	\$ 1,000.00
Limit: \$ 1,000,000	

TOTAL COVERAGE PREMIUM: \$ 16,027.00

MARINA OPERATOR'S LIABILITY CLAUSES NON REPORTING - FORM #GAI2386	
LOCATION(S):	LIMITS
1800 N. ROOSEVELT BLVD KEY WEST, FL 33040	\$ 1,000,000
201 WILLIAM STREET KEY WEST, FL 33040	\$ 1,000,000

LOCATION COVERED OPERATIONS	DESCRIPTION OF OPERATIONS
()	a) Repair, alteration or maintenance
()	b) Land Storage
(X)	c) Afloat storage, docking, mooring
()	d) Hauling out or launching not in connection with operation a or b
(X)	e) Fueling and miscellaneous servicing of a transient nature
Covered operations marked w/ "X"	
Deductible per occurrence: \$ 2,500	
Transit Mileage Radius (Land and Water): 25	



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GAI 2386 (Ed 08 04)

MARINA OPERATORS LIABILITY CLAUSES (FLAT PREMIUM VERSION)

1. In consideration of the payment of premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, this Company agrees to pay on behalf of the Insured, all sums which the Insured shall become obligated to pay by reason of the liability imposed upon him (them) by law for physical loss of or damage to watercraft and their motors including boats, trailers and other appurtenances, the property of others, while in his (their) care, custody or control at the premises scheduled on the Declarations Page for any operations that are checked on the declarations pages indicating that they are a covered operation.
2. This Insurance covers only in respect of covered operations only at the locations listed on the Declarations Page, including adjacent moorings and while being shifted or moved by land or water within the Transit Mileage Radius as shown on the Declarations Page, in connection with covered operations.
3. The maximum liability arising out of any one loss, accident or occurrence at any scheduled premise shall not exceed the amount(s) shown on the Declarations Page.
4. This insurance covers only for the excess over and above the Deductible amount as shown on the Declarations Page, for the aggregate of claims losses, legal fees and expenses under all operations covered by this policy arising out of any one loss, accident or occurrence.
5. The insured, by the acceptance of this policy, warrants and agrees to keep a complete and accurate record of all gross receipts of operations covered by this policy, which record shall be open for examination by representatives of this Company at all times during business hours at any time during the currency of this policy period and for three years after the final termination of this policy, for purposes related to the premium or subject matter of this insurance.
6. This policy is issued in consideration of a Flat Premium as shown on the Declarations Page.
7. This insurance may be cancelled by the Insured or by this Company by giving ten (10) days notice in writing. Notice to the Insured shall be sent to his (their) last known address. In the event of cancellation, reports are to be rendered to the date of cancellation, in accordance with Clause #6, and additional premium paid as may be required.
8. It is hereby expressly understood and agreed that this insurance does not cover against nor shall any liability attach hereunder for:
 - (a) death, personal or bodily injury;
 - (b) liability assumed under contract or otherwise in extension of that imposed by law;
 - (c) loss or damage caused by or resulting from exceeding the registered or rated lifting capacity of any Lift Device, Marine Railway or Dry Dock
 - (d) loss due to infidelity or any act of dishonesty on the part of the Insured or his (their) subcontractors or employees;
 - (e) loss of or damage to property held for personal use by the insured, held for sale, on consignment or detention or seizure under governmental order or financial institution and/or in custodial status;
 - (f) loss of or damage to property used by the Insured for rental, chartering and/or hire purposes; this policy does not cover against, nor shall any liability attach hereunder for demurrage, loss of freight loss of charter, and/or similar or substituted expenses.

- (g) loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Insured except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all such other insurance has been exhausted;
- (h) damage to covered property, which occurred while in the care, custody or control of the Insured, unless discovered by the customer and reported to the Insured within ninety days of delivery of the property to the customer;
- (i) costs or expenses to make good faulty workmanship, material or design caused or provided by the Insured;
- (j) loss, damage or expense caused by or resulting from:
 - (1) hostile or warlike action in time of peace of war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces; or (c) by any agent of any such government, power, authority or forces;
 - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government of public authority;
- (k) any nuclear incident, reaction or any radio active contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this policy, and whether based on the Insured's negligence or otherwise;

Nothing in this endorsement shall be construed to cover any loss, damage, liability or expense caused by nuclear reaction, radiation or radioactive contamination arising directly or indirectly from the peril of fire mentioned above.

- (l) Any loss, damage, cost, liability, expense, fine or penalty of any kind, whether statutory or otherwise imposed upon the Insured arising directly or indirectly in consequence of the actual or potential discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, petroleum product or derivatives, liquids or gases, waste material, sewerage or other toxic chemicals, irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.
9. This Company agrees to indemnify the Insured to the extent of this policy's proportion of legal costs or fees or expenses or counsel occasioned by the defense of any claim or loss against the Insured for any liability or alleged liability of the Insured covered by this policy, provided that such costs, fees or expenses are incurred with the prior written consent of this Company. The Company shall have the option of naming attorneys to represent the Insured in the defense of any claim insured hereunder, made against the Insured, and this Company may exercise exclusive direction and control of the said defense. The Insured shall cooperate with this Company and shall not assume any obligations, admit any liability, or incur any expense for which this company may be liable, without prior written approval.
10. It is further stipulated and is a consideration for this insurance that in the event of any occurrence which may result in loss, damage and/or expense, for which this Company is or may become liable under the insurance, notice hereof shall be given to this Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.
11. In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Insured is obligated to and shall take such steps to protect its (and this Company's) interest as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Insured shall make or shall have made any admission of liability either before or after such accident or occurrence.

12. It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Insured has been determined by final judgment against the Insured or by agreement between the Insured and the Claimant with the written consent of this Company. In the event the Insured shall fail or refuse to settle any claim, as authorized by this Company, the liability of this Company to the Insured shall be limited to the amount for which settlement could have been made.
13. Whenever required by this Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with this Company in all matters which this Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence covered by this Policy.
14. In the event of any accident, loss, damage or injury for which claim may be made under this policy, the Insured agrees to subrogate to this Company all rights which the Insured may have against any other person or entity with respect to said accident, loss, or occurrence. In case of any agreement or act, past or future, by the Insured, whereby any right of recovery of the Insured, against any person or entity, is released or lost, which would on payment of loss by this Company, belong to this Company but for such agreement or act, this insurance shall be vitiated to the extent that this Company's right of subrogation has been impaired thereby; provided, however, that the right of this Company to retain or recover any premium paid or due hereunder shall not be affected. The cost and expense of prosecuting any claim, suit, action or arbitration in which this Company as Insurer shall have an interest by subrogation or otherwise, shall be divided between the Insured and this Company proportionately to the amount which they would be entitled to receive respectively if such prosecution should be successful. It is agreed that this Company waives any right of subrogation against an subsidiary, affiliated or inter-related Company of the Insured, excepting to the extent that any such Company is insured against the liability asserted.
15. No claim or demand against this Company under this policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Insured, shall acquire any rights against this Company by virtue of this insurance without the express consent of this Company.
16. No action shall lie against this Company for the recovery of any loss sustained by the Insured unless such action be brought against this Company within one (1) year after the final judgment or decree is entered in the litigation against the Insured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one (1) year from the date of the payment of such claim; provided, however, that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then and in that event no action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.
17. This insurance shall be void in case this policy shall be assigned, transferred or pledged, or if there be any change in ownership without the previous consent in writing of this Company.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

MARINA LIABILITY - P&I

1. With respect to watercraft covered by this policy which are being navigated by the insured or his employees in conjunction with operations covered by this policy, this policy is hereby extended to cover such sums as the insured shall have become legally liable to pay and shall have paid account of:
 - (A) Loss of life of, or bodily injury to any person;
 - (B) Loss of, or damage to, or expense in connection with any fixed or movable object or property of whatsoever nature;
 - (C) Costs or expense of, or incidental to, the removal of the wreck of the vessel when such removal is compulsory by law;
 - (D) Costs and expenses incurred with this company's approval, of investigating and/or defending any claim or suit against the insured arising out of a liability or an alleged liability of the insured covered above.
2. Notwithstanding the foregoing, this company will not pay for:
 - (A) Any loss of, damage to or expense in connection with any property owned or leased by the insured;
 - (B) Any claim arising with respect to any employee of the insured;
 - (C) Any liability assumed by the insured beyond that imposed by law.
3. This company shall not be liable under this endorsement for more than its proportion of **\$SEE DEC PAGE**, the aggregate of claims arising out of any one accident or occurrence.
4. The deductible provision of Clause #4 of the Marina Operators Liability Clauses attached to this policy shall not apply to coverage granted by this endorsement.
5. **In consideration of this extension, the insured agrees to pay additional premium of \$SEE DEC PAGE.** (full premium earned except in the event of cancellation by this company at which pro rata rates will apply).
6. Whenever required by this company, the insured shall aid in securing information and in obtaining witnesses and shall cooperate with this company in the defense of any claim or suit or in the appeal from any judgement.
7. This company shall have the option of naming the attorneys who shall represent the insured in the prosecution or defense of any litigation or negotiations between the insured and third parties concerning any claim covered by this policy, and shall have the direction of such litigation or negotiations. If the insured shall fail or refuse to settle any claim as authorized by this company, the liability of this company shall be limited to the amount for which settlement could have been made.
8. The insured shall not make any admission of liability, either before or after any occurrence, which could result in a claim for which this company may be liable. The insured shall not interfere in any negotiations of this company, for settlement of any legal proceedings in respect of any occurrence for which this company may be liable under this policy; provided, however, that in respect of any occurrence likely to give rise to a claim under this policy, the insured is obligated to and shall take such steps to protect his and/or the company interests as would reasonably be taken in the absence of this or similar insurance.



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301 E 4th Street
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513 369 5000 ph

GAI 2423 (Ed. 01 01)

MARINA OPERATOR'S LEGAL LIABILITY – LIMITED POLLUTION COVERAGE ENDORSEMENT

1. COVERAGE

In consideration of an additional premium of \$SEE DEC PAGE, this policy is extended to pay those sums that the Insured becomes legally obligated to pay in consequence of the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, fuel, cargo, petroleum products, chemicals or other substances of any kind or nature whatsoever that is sudden and accidental and occurred on a specific date within the policy period.

2. EXCLUSIONS AND LIMITATIONS

Notwithstanding the above, there is no coverage under this policy endorsement for any loss, damage, cost, liability or expense arising out of an actual or potential discharge, emission, spillage or leakage:

- (A) caused by willful misconduct by the Insured, Officers, Directors, Employees or Agents of the Insured or willful violation of any government statute, rule or regulation;
- (B) that is not sudden, accidental, unexpected and/or unintended;
- (C) that did not become known to the Insured within seventy-two (72) hours of the accident or occurrence;
- (D) from an accident or occurrence that did not first commence on an identified specific date within the policy period;
- (E) from waste disposal sites or locations used in any way for handling, dumping, disposing, processing or treatment, or transportation of any waste material substances;
- (F) from fuel storage tanks, whether above or below ground;
- (G) from actual or alleged liability to evaluate, monitor, control, remove, nullify and/or clean-up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligation imposed by any statute, rule, ordinance, regulation or imposed by contract.

3. FINES, PENALTIES AND PUNITIVE DAMAGES EXCLUSION

In no case will this policy cover fines, penalties or punitive damages.

4. OIL POLLUTION ACT OF 1990 LIMITATION

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal, State, or Local law. Further, it is a condition of this insurance that it shall not be submitted to the United States Coast Guard or any other Federal, State, or Local agency as evidence of financial responsibility. This Company does not consent to being a guarantor.

5. NOTICE OF POLLUTION EVENT

The Insured shall notify the Company and/or its Agent by telephone or facsimile immediately, or as soon as practical, in the event of an actual or potential pollution accident or occurrence.

6. **LIMIT**

The most the Company shall be liable for under this endorsement, including defense costs, shall be **SSEE DEC PAGE** in any occurrence.

0020342



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2244 (Ed. 01 01)

Policy No. OMH 1441506 02
Renewal Of OMH 1441506 01

OCEAN MARINE POLICY DECLARATIONS PAGE

<p>NAMED INSURED AND ADDRESS: THE CITY OF KEY WEST P.O. BOX 1409 KEY WEST, FL 33041-1409</p>	<p>POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 03/06/2015 To 10/01/2015</p>
<p>IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>	<p>AGENT'S NAME AND ADDRESS: HULL & COMPANY, INC. 1815 GRIFFIN RD STE 300 DANIA BEACH, FL 33004 - 2252</p>

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY	
Coverage	Premium
EXCESS MARINE LIABILITIES	\$ 5,730.00
Total Policy Premium	\$ 5,730.00

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).

PRIA
MAR 05 2015
RECEIVED



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

GAI 2297 (Ed. 01 01)

Policy: OMH 1441506 02

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	FORM AND EDITION	AMENDED		FORM DESCRIPTION
		Effective Date ADDED	Effective Date DELETED	
1.	GAI2244 01/01			OCEAN MARINE DECLARATIONS PAGE
2.	GAI2283 04/11			ECONOMIC AND TRADE SANCTIONS CLAUSE
3.	GAI2298 01/01			General Endorsement for Excess Mari
4.	GAI2300 03/04			EXTENDED RADIOACTIVE CONTAMINATION
5.	GAI2376 01/04			EXCESS MARINE LIABILITIES CLAUSES
6.	GAI2398 10/08			TERRORISM COVERAGE ENDORSEMENT
7.	GAI2473 01/01			OM COV LEVEL DEC EXCESS MARINE LIAB
8.	GAI2481 01/01			EML SCHED OF UNDERLYING INSURANCE
9.	GAI2489 03/04			CHEM, BIO, BIO-CHEM, ELECTROMAGNETI



Administrative Offices
301 E 4th Street
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GAI 2283 (Ed. 04 11)

Economic and Trade Sanctions Clause

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

All other terms and conditions of this policy remain unchanged.



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301 E 4th Street
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GAI 2489 (Ed. 03 04)

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
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513 369 5000 ph

GAI 2298 (Ed. 01 01)

Policy: OMH 1441506 02
Effective Date: March 6, 2015

Insured: THE CITY OF KEY WEST

OCEAN MARINE GENERAL ENDORSEMENT

General Endorsement for Excess Marine Liabilities

It is understood and agreed that this policy is only providing Excess General Liability coverage for the "Outer Mole" location in Key West, Florida, also known as "Truman Annex at Thomas Street, Key West Florida (Commercial Landing)". The coverage does not extend outside this defined area, and only applies to General Liability premises only exposure at this location.

This policy excludes any and all other coverages provided under the PGIT policy that do not relate to premises of this specific location.

ALL OTHER POLICY TERMS AND CONDITIONS REMAIN UNCHANGED.



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513 369 5000 ph

GAI 2300 (Ed. 03 04)

EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

Effective 03/06/2015 the Nuclear Exclusion Clause appearing in this policy is canceled and replaced by the following Extended Radioactive Contamination Clause.

EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2398 (Ed. 10 08)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 DISCLOSURE OF PREMIUM AND COVERAGE ENDORSEMENT

THIS ENDORSEMENT IS ISSUED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

Terrorism Premium (Certified Acts) \$ 0.00

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Reauthorization Act of 2007, we are required to provide you with a Notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is as shown above or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2473 (Ed. 01 01)

Policy No. OMH 1441506 02

OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE

NAMED INSURED: THE CITY OF KEY WEST

POLICY #: OMH 1441506 02

POLICY EFFECTIVE DATE: 03/06/2015

POLICY EXPIRATION DATE: 10/01/2015

COVERAGE LEVEL FORM(S) AND PREMIUM(S)

COVERAGE

Excess Marine Liabilities Clauses-Form #GAI2376

SECTION	COVERED (x'd)	PREMIUM
(a) Excess Protection & Indemnity	()	\$
(b) Excess Collision Liability	()	\$
(c) Excess Collision, Including Tower's Liability	()	\$
(d) Excess General Average & Salvage	()	\$
(e) Excess Sue and Labor Charges	()	\$
(f) Excess Ship Repairer's Legal Liability	()	\$
(g) Excess Charterer's Legal Liability	()	\$
(h) Excess Wharfinger's and /or Safe Berth Legal Liability	()	\$
(i) Excess GENERAL LIABILITY	(X)	\$ 5,730.00

Cancellation Notice Number of Days: 30

LIMIT: \$ 4,000,000

TOTAL COVERAGE PREMIUM: \$ 5,730.00



Administrative Offices
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Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2376 (Ed. 01 04)

**AMERICAN INSTITUTE OF MARINE UNDERWRITERS
FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES
(January 1, 2002)**

To be attached to and form part of policy No. **SEE DEC PAGE** of the **SEE DEC PAGE**

1. Insures **SEE DEC PAGE**

(hereinafter called the Assured) against excess liabilities of the Assured as hereinafter described and subject to the terms and conditions hereinafter set forth, in respect only of the liabilities or expenses for which a premium is shown in the following schedule:

<u>SECTION</u>	<u>COVERED</u>	<u>PREMIUM</u>
(a) Excess Protection & Indemnity	SEE DEC PAGE	SEE DEC PAGE
(b) Excess Collision Liability	SEE DEC PAGE	SEE DEC PAGE
(c) Excess Collision, Including Tower's Liability	SEE DEC PAGE	SEE DEC PAGE
(d) Excess General Average & Salvage	SEE DEC PAGE	SEE DEC PAGE
(e) Excess Sue and Labor Charges	SEE DEC PAGE	SEE DEC PAGE
(f) Excess Ship Repairer's Legal Liability	SEE DEC PAGE	SEE DEC PAGE
(g) Excess Charterer's Legal Liability	SEE DEC PAGE	SEE DEC PAGE
(h) Excess Wharfinger's and/or Safe Berth Liability	SEE DEC PAGE	SEE DEC PAGE
(i) Excess SEE DEC PAGE	SEE DEC PAGE	SEE DEC PAGE

2. Period: At and from the **SEE DEC PAGE day of **SEE DEC PAGE**.**

To the **SEE DEC PAGE** day of **SEE DEC PAGE**.

Beginning and ending at **SEE DEC PAGE**.

3. LIMIT OF LIABILITY

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these Underwriters shall not be liable under this Policy for more than **SEE DEC PAGE** any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters under any individual section of this Policy exceed the Limit of Liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event.

EXCESS SHIP REPAIRER'S LEGAL LIABILITY

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS CHARTERER'S LEGAL LIABILITY

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS SEE DEC PAGE

- (i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the **SEE DEC PAGE** policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

GENERAL CONDITIONS

4. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the Underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
5. In the event the Assured or the underwriters on the Primary Policies elect not to appeal a judgment in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2481 (Ed. 01 01)

Policy: OMH 1441506 02

**AMERICAN INSTITUTE OF MARINE UNDERWRITERS
FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES
SCHEDULE OF INSURANCE**

Carrier, Policy Number and Period	Location or Vessel	Type of Coverage	Column "A" Excess Limit of Liability	Column "B" Primary Limit of Liability
PGIT POL NUM FL10442001 10/01/2014 to 10/01/2015	"OUTER MOLE" Truman Annex at Thomas Street, Key West Florida	GENERAL LIABILITY	\$ 4,000,000	\$ 1,000,000

ADDITIONAL PROCESSING INSTRUCTIONS

Policy No. OMH 1441506 02

MAIL TO: HULL & COMPANY, INC.
1815 GRIFFIN RD STE 300
DANIA BEACH, FL 33004 - 2252

SEND PRODUCER OUTPUT TO 0020342

ADDITIONAL OUTPUT SUMMARY

- | | |
|--|--|
| <input type="checkbox"/> Standard Insured | <input type="checkbox"/> Full Agency |
| <input type="checkbox"/> Standard Agency | <input type="checkbox"/> Full Company |
| <input type="checkbox"/> Standard Company | <input type="checkbox"/> Full Copy of Original |
| <input type="checkbox"/> Standard Copy of Original | |

SPECIAL INSTRUCTIONS:



ATTENTION PRODUCER!
 PLEASE EXAMINE THIS DOCUMENT CAREFULLY. IF ANY OF THE TERMS OR CONDITIONS VARY FROM THOSE THAT YOU REQUESTED, NOTIFY HULL & COMPANY IMMEDIATELY IN WRITING.

Hull & Company, Inc.
 1815 Griffin Rd, Suite 300
 Dania Beach, FL 33004
 (954)527-4855 Fax: (866)449-8449
 Web: www.hullco.com

Managing General Agents ■ Wholesale Insurance Brokers

Producing Agency: RISK MANAGEMENT ASSOCIATES INC
 Agent Name: Alan S Florez
 P.O. BOX 2416
 Daytona Beach, FL 32115

Name of Assured: City of Key West (The)
 Address: Attn: Risk Management
 PO Box 1409
 Key West, FL 33041

Effective 12:01 a.m. local standard time from 10/01/2014 to 10/01/2015.

Acting upon instructions from the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # OMH-144-19-14-03 has been effected.

COVERAGE

As per attached Cover Note.

PREMIUM

Premium:	\$26,244.00
FHCF 1.3%	\$341.17
Total:	\$26,585.17

Minimum Earned Premium Applies

Flat Cancellation Not Permitted

SECURITY

As per attached Cover Note.

By: James Gallaudet
 James Gallaudet



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NOTICE TO POLICYHOLDERS

FLORIDA CATASTROPHE FUND EMERGENCY ASSESSMENT

The Florida Office of Insurance Regulation has authorized the levying of an emergency assessment on all insurers writing property and casualty business in the state on behalf of the Florida Hurricane Catastrophe Fund. The Fund has incurred catastrophic hurricane losses in excess of \$6.8 billion for the 2004 and 2005 contract years. The assessment is necessary to offset the revenue bond and related debt service obligations.

Effective January 1, 2011, a 1.3% surcharge will be applied to property and casualty lines of business with the exception of accident and health, federal flood, medical malpractice or workers' compensation insurance.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NOTICE OF COMPANY CHANGE

This policy is being transferred to another authorized company within the Great American Insurance Group. This change does not affect policy terms or conditions.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

Policy No. OMH 1441914 04
Renewal Of OMH 1441914 03

OCEAN MARINE POLICY DECLARATIONS PAGE

<p>NAMED INSURED AND ADDRESS: THE CITY OF KEY WEST FL ATTN: RISK MANAGEMENT P.O. BOX 1409 KEY WEST, FL 33041-1409</p>	<p>POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 10/01/2014 To 10/01/2015</p>
<p>IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>	<p>AGENT'S NAME AND ADDRESS: HULL & COMPANY, INC. 1815 GRIFFIN RD STE 300 DANIA BEACH, FL 33004 - 2252</p>

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY	
Coverage	Premium
WHARFINGER'S LEGAL LIABILITY	\$ 26,244.00
FL Hurricane Cat Fund Emergency Assess	\$ 341.17
Total Policy Premium	\$ 26,585.17

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

GAI 2297 (Ed. 01 01)

Policy: OMH 1441914 04

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	FORM AND EDITION	AMENDED		FORM DESCRIPTION
		Effective Date ADDED	Effective Date DELETED	
1.	GAI2244 01/01			OCEAN MARINE DECLARATIONS PAGE
2.	GAI2260 09/11			MARINE POLICY GENERAL TERMS & CONDS
3.	GAI2383 01/01			WHARFINGER'S LEGAL LIAB NON-REPORT
4.	GAI2398 10/08			TERRORISM COVERAGE ENDORSEMENT
5.	GAI2472 01/01			OM DEC WHARFINGER'S LEGAL LIABILITY



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2260 (Ed. 09 11)

MARINE POLICY GENERAL TERMS AND CONDITIONS

GUIDE TO POLICY CONSTRUCTION

A Great American Insurance Ocean Marine Policy consists of:

- A. a policy jacket;
- B. Marine Policy General Terms and Conditions;
- C. one or more underlying lines of Insurance Policy Declarations;
- D. one or more Coverage Parts (each line of insurance is a coverage part) for each line of insurance Declarations;
- E. each coverage part consists of:
 1. a line of insurance Conditions form (if applicable);
 2. one or more Cause of Loss forms (if applicable);
 3. applicable Endorsements.

BREACH OF WARRANTY

If an Insured breaches any warranty by which:

- a) it undertakes that some particular thing shall be done, or some condition shall be fulfilled; or
- b) it affirms the existence or non-existence of a particular state of facts, then the Insurer is discharged from all liability under the policy from the start of the breach.

INSURED'S REPRESENTATIVE

It is a condition of this policy that any broker, person, firm or corporation who shall procure this insurance to be made by the Company shall be deemed to be exclusively the agent of the Insured in any and all notices, transactions and representations relating to this insurance or connected with or arising out of the same during its continuance or with respect to notice of cancellation.

CANCELLATION

1. The first Named Insured shown in the policy Declarations may cancel this policy by mailing or delivering to the company advance written notice of cancellation.
2. The company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - A. 10 days before the effective date of cancellation if the company cancels for non-payment of premium; or
 - B. 30 days before the effective date of cancellation if the company cancels for any other reason; or
 - C. the number of days allowed in the specific cancellation provisions of the coverage forms forming a part of this policy.

CAPTIONS AND TITLES

Clause Captions and Titles are inserted for convenient reference only and are not to be deemed part of this Policy.

CHANGES

This policy contains all of the agreements between the Named Insured and the Company concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the company's consent. This policy's terms can be amended or waived only by endorsement issued by the company and made a part of this policy.

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

CHOICE OF LAW

The terms of this Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the general maritime law of the United States; and in the absence thereof, the laws of the State of New York.

CONCEALMENT, MISREPRESENTATION AND FRAUD

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by the Named Insured or any other insured, at any time.

EXAMINATION OF BOOKS AND RECORDS

The company may examine and audit the Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

EXAMINATION UNDER OATH

Any Insured, at the request of the Company, submit to questioning under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim under this policy, including the Insured's books and records.

F.C. & S. CLAUSE

Notwithstanding anything to the contrary contained in this Policy, this insurance is warranted free from any claim for or in respect of any loss, damage, liability or expense sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt, threat, or of any taking of the Vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also, from all consequences of hostilities or warlike operations (whether there be a declaration of war or not) but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine, torpedo or similar device), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this clause "power" includes any authority maintaining naval, military, or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage, liability or expense caused by or resulting from any weapon of war, or any experimental or other device in the nature thereof, employing atomic or nuclear fission, fusion or reaction, or radioactive force or matter, or the consequences thereof.

Further warranted free from the consequences of civil war, revolutions, rebellion, insurrection, or civil strife arising therefrom, or piracy.

In the event that this Policy insures the liability of the Insured, of any kind or nature, in addition to the foregoing warranties and exclusions, this insurance is also warranted free from any claim for loss, damage, liability or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability for such loss, damage, liability or expense is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage, disembarkation of troops, combatants or material of war, the placement of the Vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of this Policy.

If war risks are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

LIMITATION OF TIME AND RIGHT TO SUE

No suit or action against the Company shall be maintainable in any court of law, admiralty or equity:

- (a) on any claim for physical loss or damage to the property insured under this Policy, or with respect to any charge or expense arising therefrom, unless, as a condition precedent thereto, the Insured has complied with all of the warranties, stipulations and conditions contained in this Policy and unless commenced within twelve calendar months next following the physical loss or damage out of which the claim arose, or the incurring of the said expense or charge;
- (b) in respect of any other claim under this Policy, unless, as a condition precedent thereto, the Insured shall have complied with all of the warranties, stipulations and conditions contained in this Policy, nor until the Insured has paid a judgment after the actual trial unless the Insured's obligation to pay has been determined by written agreement of the Insured, the claimant and the Company, nor in either event unless suit is instituted within twelve calendar months after the date of such payment or written agreement;

and in either case above, providing that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then and in that event no suit or action under this Policy shall be maintainable unless commenced within the shortest limitation of time permitted under the laws of such state; and

NOTICE OF LOSS

- (a) In the event of accident or occurrence causing loss or damage to the property insured, notice shall be given to the Underwriters, prior to the survey, so that they may appoint a Surveyor of their choosing, if they so desire; and whenever the extent of the damage is ascertainable, the Insurer may take or may require the Insured to take tenders for the repair of such damage.
- (b) In the event of any accident or occurrence arising from a risk insured under this policy, notice thereof shall be given to the Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such accident or occurrence shall be forwarded promptly to the Company.
- (c) In respect of any accident or occurrence arising from a risk insured under this policy, the Insured is obligated to and shall take such steps to protect its (and the Company's) interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence.
- (d) The Company shall have the option of naming attorneys to represent the Assured in the defense of any claim, insured hereunder, made against the Assured, and the Company may exercise exclusive direction and control of the said defense. The Assured shall not assume any obligations, admit any liability, or incur any expense for which the company may be liable, without prior written approval.

Whenever required by the Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Company in all matters which the Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.

NO BENEFIT TO BAILEE

No person or organization, other than the Insured, having custody of the property insured hereunder, will benefit from this insurance.

OCCURRENCE CLAUSE

It is agreed that a sequence of damages arising directly or indirectly from the same peril shall be treated as one casualty.

OTHER INSURANCE

If other valid and collectible insurance exists protecting the Assured against a loss covered by this Policy, this Policy shall be null and void with respect to said loss whether the Assured is specifically named in such other policy of insurance or not; provided, however, that if the applicable Limit of Liability of such other valid and collectible insurance is not sufficient to protect the Assured against such loss, this policy shall apply, but only as excess insurance over such other valid and collectible insurance in an amount equal to the applicable Limit of Liability of this Policy and not as a contributing insurance.

POLLUTION EXCLUSION

This policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, liability, cost, expense, fine, or penalty of any kind or nature, whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly in consequence of, or with respect to, the actual, alleged, or potential or substantial threat of a discharge, emission, dispersal, spillage, release, escape or leakage, upon land, the atmosphere, or any watercourse or body of water of pollutants, including but not limited to oil, fuel, petroleum products, chemicals, toxic materials or substances, hazardous materials or substances, smoke, thermal irritants, vapors, soot, fumes, waste, waste materials, invasive organisms, acids, alkalis, irritants, contaminants or other similar substances.

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (MARCH 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril;

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions;

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, Excluding however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

SEAWORTHINESS CLAUSE

Warranted that at the inception of this policy the vessel(s) shall be in a seaworthy condition and, thereafter, during the currency of the policy, the Insured shall exercise due diligence to keep the vessel(s) seaworthy, and in all regards fit, tight, properly manned, equipped and supplied.

STRIKES, RIOTS, ETC.

Warranted free of loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, malicious mischief or vandalism, civil commotions or the acts of any persons taking part in any such occurrence or disorder.

SUE AND LABOR CLAUSE

In case of any loss or misfortune, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; to the charges whereof the Company will contribute according to the Rate and Quantity of the sum herein insured. And it is especially declared and agreed that no acts of the Company or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE COMPANY

If any person or organization to or for whom the company makes payment under this insurance has rights to recover damages from another, all those rights are transferred to the company to the extent of the company's payment. That person or organization must do everything necessary to secure the company's rights and must do nothing after a loss to impair them. If the Company makes a recovery from any third party because of any damage or loss for which the company has made a payment under this insurance, the company shall be entitled to retain all the proceeds of such recovery up to the amount of the payment hereunder, plus all survey and adjustment expenses incurred on account of such damage or loss and all sums expended to effect such recovery, including but not limited to attorneys fees and expenses, fees and expenses of experts or appraisers, bonds and other costs.

ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

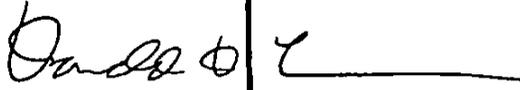
CONFLICT OF TERMS AND CONDITIONS

In the event that the aforesaid General Terms and Conditions conflict in any manner with the specific terms and conditions of the attached policy, the specific terms and conditions shall take precedence and be applicable.

SIGNATORY CLAUSE

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2398 (Ed. 10 08)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 DISCLOSURE OF PREMIUM AND COVERAGE ENDORSEMENT

THIS ENDORSEMENT IS ISSUED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

Terrorism Premium (Certified Acts) \$ 0.00

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Reauthorization Act of 2007, we are required to provide you with a Notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is as shown above or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE

NAMED INSURED: THE CITY OF KEY WEST FL

POLICY #: OMH 1441914 04

POLICY EFFECTIVE DATE: 10/01/2014

POLICY EXPIRATION DATE: 10/01/2015

COVERAGE LEVEL FORM(S) AND PREMIUM(S)

COVERAGE	LIMIT	
Wharfinger's Legal Liability Coverage-Form #GAI2383	\$	2,000,000 Occurrence Limit
Premium: \$ 26,244.00	\$	2,000,000 Per Vessel Incl. Equip. Cargo & Freight Limit Clause 1.a.
Deductible per occurrence: \$ 10,000		
TOTAL COVERAGE PREMIUM: \$ 26,244.00	\$	2,000,000 Property Damage & Bodily Injury Limit Clause 1.b. & c.

Located at:

100 GRINNELL STREET, KEY WEST FLORIDA (FERRY LANDING)

1 WHITEHEAD STREET, KEY WEST FLORIDA (CRUISE LANDING)

TRUMAN ANNEX AT THOMAS STREET, KEY WEST FLORIDA (COMMERCIAL LANDING)



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

WHARFINGER'S LEGAL LIABILITY POLICY – NON REPORTING FORM

1. In consideration of the payment of the premium and subject to the Limits of Liability, exclusions, conditions and other terms of this Policy, this Company agrees to pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed upon him (them) by law for:
 - a. Physical loss of or damage to vessels, their equipment, cargo, freight, and other interests on board (including the cost or expense of or incidental to the removal of wreck of such property), the property of others, while such property is in the custody of the Insured at their landing and mooring facilities on the SEE DEC PAGE.
 - b. Any other physical loss of or damage to the property of others arising out of the custodianship of the vessels described in Clause 1.a.
 - c. This Policy shall also apply to any newly acquired landing or mooring facility provided that the Insured shall report to this Company such newly acquired facility within 30 days of such acquisition.
 - d. Loss of life or bodily injury arising out of the custodianship of the vessels described in Clause 1.a. but always excluding liability to:
 - (1) employees of the Insured;
 - (2) employees of the Insured's sub-contractors and
 - (3) any person in the event that the occurrence takes place on the premises of the Insured.
2. With respect to the inclusion of the Insured's liability for the cost or expenses of or incidental to the removal of wreck as set forth in Clause 1.a., it is understood and agreed that such costs or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Insured.
3. This insurance attaches from the moment the said vessels become at the risk of the Insured at premises as specified above and covers continuously thereafter until removed from said premises or until no longer at the risk of the Insured, whichever shall first occur. However, in the event of temporary removal of a vessel to within five miles of the premises specified above in an emergency or other unusual situation and provided that the Insured remains in the position of custodian or bailee as respects such vessels, this Policy will continue to cover the Insured's liability.
4. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that this insurance does not cover any liability:
 - a. assumed under contract express or implied;
 - b. for demurrage, loss of time, loss of charter or similar items;
 - c. for any loss or damage to property owned, leased or rented by the Insured;
 - d. for loss, damage or expense arising out of the operation of any vessel or craft owned or operated by the Insured except as to any excess over and above the amount recoverable thereunder;
 - e. for loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Insured except as to any excess over and above the amount recoverable thereunder;

- f. for loss, damage or expense arising out of stevedoring operations, or for cargo or equipment not on board vessels in the care, custody and control of the Insured;
 - g. for loss, damage or expense for vessel repair, construction, alteration, conversion or gas freeing
 - h. for any loss, damage, cost, liability, expense, fine or penalty, of any kind or nature whatsoever, imposed upon the Insured, directly, or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever.
5. This Company shall not be liable for more than \$SEE DEC PAGE on account of claims, costs and expenses arising out of any one occurrence or casualty under all Policy coverages combined nor for more than: \$SEE DEC PAGE with respect to each vessel including its equipment, cargo, freight, and other interests on board, in respect to which the Insured's legal liability is insured under Clause 1.a. above.
- \$SEE DEC PAGE with respect to the Insured's legal liability insured under Clauses 1.b. and 1.c. above combined.
6. No claim shall be payable under this policy unless the aggregate liability of the Insured arising out of the same accident or occurrence, and insured against hereunder, exceeds the sum of \$SEE DEC PAGE and this sum shall be deducted from the amount payable hereunder on account of liability arising from each such accident or occurrence.
7. It is a condition of this insurance that the Insured will keep accurate records of the date and hour of arrival at and the date and hour of departure from the landing described herein of each vessel at risk hereunder. This Policy is issued in consideration of a flat premium of \$SEE DEC PAGE.
8. It is further stipulated and is a consideration for this insurance that in the event of any occurrence which may result in loss, damage and/or expense, for which this Company is or may become liable under this insurance, notice thereof shall be given to this Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.
9. In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Insured is obligated to and shall take such steps to protect its (and this Company's) interest as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect, of any accident or occurrence, in the event the Insured shall make or shall have made any admission of liability either before or after such accident or occurrence or in the event the Insured shall interfere in any negotiations of this Company for settlement or in any legal proceedings in respect of any claim for which this Company is or may be liable under this insurance.
10. It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Insured has been determined by final judgment against the Insured or by agreement between the Insured and the plaintiff with the written consent of this Company; in the event the Insured shall fail or refuse to settle any claim, as authorized by this Company, the liability of this Company to the Insured shall be limited to the amount for which settlement could have been made.
11. Whenever required by this Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with this Company (except in a pecuniary way) in all matters which this Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as herein before provided.
12. The cost of defending any suit against the Insured on any claim based on a liability or an alleged liability of the Insured covered by this insurance shall be payable by this Company if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this Company. This Company, however, reserves the right to conduct the defense of any actions or suits at their own expense. The cost and expense of prosecuting any claim in which this Company shall have an interest by subrogation or otherwise, shall be divided between the Insured and this Company, proportionately to the amounts which they would be entitled to receive respectively, if the suit should be successful.

13. This Company shall be subrogated to all the rights which the Insured may have against any other person or entity, in respect of any claim or payment made under this Policy, to the extent of such payment, and the Insured shall, upon the request of the Company, execute all documents necessary to secure to this Company such rights.
14. No claim or demand against this Company under this Policy shall be assigned or transferred, and no person, excepting a legally appointed receiver of the property of the Insured, shall acquire any rights against this Company by virtue of this insurance without the expressed consent of this Company.
15. In the event the Assured, irrespective of this insurance, is covered or protected against any loss or claim which would otherwise have been paid by this Company under this Policy, there shall be no contribution or participation by this Company the basis of excess, contributing, concurrent, deficiency or double insurance or otherwise.
16. No action shall lie against this Company for the recovery of any loss sustained by the Insured unless such action be brought against this Company within one (1) year after the final judgment or decree is entered in the litigation against the Insured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one (1) year from the date of the payment of such claim; provided, however, that where such limitation of time is prohibited by laws of the state wherein this Policy is issued, then and in that event no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state.

RECEIVED

OCT 21 2014

HULL AND CO., INC.
Ft. Lauderdale



Hull & Company, Inc.
1815 Griffin Rd, Suite 300
Dania Beach, FL 33004
(954)527-4855 Fax: (866)449-8449
Web: www.hullco.com

Managing General Agents ■ Wholesale Insurance Brokers

Producing Agency: RISK MANAGEMENT ASSOCIATES INC
Agent Name: Alan S Florez
P.O. BOX 2416
Daytona Beach, FL 32115

Name of Assured: City of Key West (The)
Address: P O Box 1409
Key West, FL 33041

ATTENTION PRODUCER!
PLEASE EXAMINE THIS
DOCUMENT CAREFULLY.
IF ANY OF THE TERMS OR
CONDITIONS VARY FROM
THOSE THAT YOU REQUESTED,
NOTIFY HULL & COMPANY
IMMEDIATELY IN WRITING.

Effective 12:01 a.m. local standard time from 10/01/2014 to 10/01/2015.

Acting upon instructions from the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # OMH 144-19-15-03 has been effected.

COVERAGE

As per attached Cover Note.

PREMIUM

Premium:	\$12,085.00
FHCF 1.3%	\$157.11
Total:	\$12,242.11

Minimum Earned Premium Applies

Flat Cancellation Not Permitted

SECURITY

As per attached Cover Note.

By: 
James Gallaudet



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4203
513 369 5000 ph

NOTICE OF COMPANY CHANGE

This policy is being transferred to another authorized company within the Great American Insurance Group. This change does not affect policy terms or conditions.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513.369.5000 ph

GAI 2244 (Ed. 01 01)

Policy No. OMH 1441915 04
Renewal Of OMH 1441915 03

OCEAN MARINE POLICY DECLARATIONS PAGE

<p>NAMED INSURED AND ADDRESS: THE CITY OF KEY WEST FL ATTN: RISK MANAGEMENT P.O. BOX 1409 KEY WEST, FL 33041-1409</p>	<p>POLICY PERIOD: Noon Standard Time at the address of the Named Insured shown at left. From 10/01/2014 To 10/01/2015</p>
<p>IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>	<p>AGENT'S NAME AND ADDRESS: HULL & COMPANY, INC. 1815 GRIFFIN RD STE 300 DANIA BEACH, FL 33004 - 2252</p>

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

POLICY LEVEL PREMIUM SUMMARY	
Coverage	Premium
HULL COVERAGE	\$ 12,085.00
FL Hurricane Cat Fund Emergency Assess	\$ 157.11
Total Policy Premium	\$ 12,242.11

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 22 97 (01/01).



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513.369.5000 ph

GAI 2297 (Ed. 01 01)

Policy: OMH 1441915 04

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	FORM AND EDITION	AMENDED		FORM DESCRIPTION
		Effective Date ADDED	Effective Date DELETED	
1.	GAI2206 01/01			TAYLOR FORM (SP-39C)
2.	GAI2225 01/01			A.I. S.R. & C.C. ENDT (HULLS)
3.	GAI2244 01/01			OCEAN MARINE DECLARATIONS PAGE
4.	GAI2248 01/01			HULL & P&I OCEAN MARINE DEC
5.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: USA PUMPOUT BOAT
6.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: USA PUMPOUT BOAT
7.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: SAFE BOAT
8.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: FULL CABIN SAFE BOAT
9.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: DONZI W/TWIN MERCURY OB
10.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: WHALER GUARDIAN FIRE BOAT
11.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: SEA ARK UTILITY OIL
12.	GAI2255 01/01			SPECIAL HULL DEDUCTIBLE ENDORSEMENT NAME: SEA ARK UTILITY OIL
13.	GAI2259 01/01			NAVIGATION &/OR TRADING WARRANTY
14.	GAI2260 09/11			MARINE POLICY GENERAL TERMS & CONDS
15.	GAI2398 10/08			TERRORISM COVERAGE ENDORSEMENT



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301 E 4th Street
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513 369 5000 ph

GAI 2260 (Ed. 09 11)

MARINE POLICY GENERAL TERMS AND CONDITIONS

GUIDE TO POLICY CONSTRUCTION

A Great American Insurance Ocean Marine Policy consists of:

- A. a policy jacket;
- B. Marine Policy General Terms and Conditions;
- C. one or more underlying lines of Insurance Policy Declarations;
- D. one or more Coverage Parts (each line of insurance is a coverage part) for each line of insurance Declarations;
- E. each coverage part consists of:
 1. a line of insurance Conditions form (if applicable);
 2. one or more Cause of Loss forms (if applicable);
 3. applicable Endorsements.

BREACH OF WARRANTY

If an Insured breaches any warranty by which:

- a) it undertakes that some particular thing shall be done, or some condition shall be fulfilled; or
- b) it affirms the existence or non-existence of a particular state of facts, then the Insurer is discharged from all liability under the policy from the start of the breach.

INSURED'S REPRESENTATIVE

It is a condition of this policy that any broker, person, firm or corporation who shall procure this insurance to be made by the Company shall be deemed to be exclusively the agent of the Insured in any and all notices, transactions and representations relating to this insurance or connected with or arising out of the same during its continuance or with respect to notice of cancellation.

CANCELLATION

1. The first Named Insured shown in the policy Declarations may cancel this policy by mailing or delivering to the company advance written notice of cancellation.
2. The company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - A. 10 days before the effective date of cancellation if the company cancels for non-payment of premium; or
 - B. 30 days before the effective date of cancellation if the company cancels for any other reason; or
 - C. the number of days allowed in the specific cancellation provisions of the coverage forms forming a part of this policy.

CAPTIONS AND TITLES

Clause Captions and Titles are inserted for convenient reference only and are not to be deemed part of this Policy.

CHANGES

This policy contains all of the agreements between the Named Insured and the Company concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the company's consent. This policy's terms can be amended or waived only by endorsement issued by the company and made a part of this policy.

CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE

THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH

This insurance excludes loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened terrorist act involving chemical, biological, bio-chemical or electromagnetic materials, where it appears that one purpose of the release of such materials was to inflict harm.

CHOICE OF LAW

The terms of this Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the general maritime law of the United States; and in the absence thereof, the laws of the State of New York.

CONCEALMENT, MISREPRESENTATION AND FRAUD

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact by the Named Insured or any other insured, at any time.

EXAMINATION OF BOOKS AND RECORDS

The company may examine and audit the Insured's books and records as they relate to this policy at any time during the policy period and up to three years afterward.

EXAMINATION UNDER OATH

Any Insured, at the request of the Company, submit to questioning under oath, at such times as may be reasonably required, about any matter relating to this insurance or a claim under this policy, including the Insured's books and records.

F.C. & S. CLAUSE

Notwithstanding anything to the contrary contained in this Policy, this insurance is warranted free from any claim for or in respect of any loss, damage, liability or expense sustained by reason of capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt, threat, or of any taking of the Vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also, from all consequences of hostilities or warlike operations (whether there be a declaration of war or not) but the foregoing shall not exclude collision, explosion or contact with any fixed or floating object (other than a mine, torpedo or similar device), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this clause "power" includes any authority maintaining naval, military, or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage, liability or expense caused by or resulting from any weapon of war, or any experimental or other device in the nature thereof, employing atomic or nuclear fission, fusion or reaction, or radioactive force or matter, or the consequences thereof.

Further warranted free from the consequences of civil war, revolutions, rebellion, insurrection, or civil strife arising therefrom, or piracy.

In the event that this Policy insures the liability of the Insured, of any kind or nature, in addition to the foregoing warranties and exclusions, this insurance is also warranted free from any claim for loss, damage, liability or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured's liability for such loss, damage, liability or expense is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage, disembarkation of troops, combatants or material of war, the placement of the Vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purposes of this Policy.

If war risks are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

LIMITATION OF TIME AND RIGHT TO SUE

No suit or action against the Company shall be maintainable in any court of law, admiralty or equity:

- (a) on any claim for physical loss or damage to the property insured under this Policy, or with respect to any charge or expense arising therefrom, unless, as a condition precedent thereto, the Insured has complied with all of the warranties, stipulations and conditions contained in this Policy and unless commenced within twelve calendar months next following the physical loss or damage out of which the claim arose, or the incurring of the said expense or charge;
- (b) in respect of any other claim under this Policy, unless, as a condition precedent thereto, the Insured shall have complied with all of the warranties, stipulations and conditions contained in this Policy, nor until the Insured has paid a judgment after the actual trial unless the Insured's obligation to pay has been determined by written agreement of the Insured, the claimant and the Company, nor in either event unless suit is instituted within twelve calendar months after the date of such payment or written agreement;

and in either case above, providing that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then and in that event no suit or action under this Policy shall be maintainable unless commenced within the shortest limitation of time permitted under the laws of such state; and

NOTICE OF LOSS

- (a) In the event of accident or occurrence causing loss or damage to the property insured, notice shall be given to the Underwriters, prior to the survey, so that they may appoint a Surveyor of their choosing, if they so desire; and whenever the extent of the damage is ascertainable, the Insurer may take or may require the Insured to take tenders for the repair of such damage.
- (b) In the event of any accident or occurrence arising from a risk insured under this policy, notice thereof shall be given to the Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such accident or occurrence shall be forwarded promptly to the Company.
- (c) In respect of any accident or occurrence arising from a risk insured under this policy, the Insured is obligated to and shall take such steps to protect its (and the Company's) interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence.
- (d) The Company shall have the option of naming attorneys to represent the Assured in the defense of any claim, insured hereunder, made against the Assured, and the Company may exercise exclusive direction and control of the said defense. The Assured shall not assume any obligations, admit any liability, or incur any expense for which the company may be liable, without prior written approval.

Whenever required by the Company, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Company in all matters which the Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.

NO BENEFIT TO BAILEE

No person or organization, other than the Insured, having custody of the property insured hereunder, will benefit from this insurance.

OCCURRENCE CLAUSE

It is agreed that a sequence of damages arising directly or indirectly from the same peril shall be treated as one casualty.

OTHER INSURANCE

If other valid and collectible insurance exists protecting the Assured against a loss covered by this Policy, this Policy shall be null and void with respect to said loss whether the Assured is specifically named in such other policy of insurance or not; provided, however, that if the applicable Limit of Liability of such other valid and collectible insurance is not sufficient to protect the Assured against such loss, this policy shall apply, but only as excess insurance over such other valid and collectible insurance in an amount equal to the applicable Limit of Liability of this Policy and not as a contributing insurance.

POLLUTION EXCLUSION

This policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, liability, cost, expense, fine, or penalty of any kind or nature, whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly in consequence of, or with respect to, the actual, alleged, or potential or substantial threat of a discharge, emission, dispersal, spillage, release, escape or leakage, upon land, the atmosphere, or any watercourse or body of water of pollutants, including but not limited to oil, fuel, petroleum products, chemicals, toxic materials or substances, hazardous materials or substances, smoke, thermal irritants, vapors, soot, fumes, waste, waste materials, invasive organisms, acids, alkalis, irritants, contaminants or other similar substances.

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (MARCH 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that:

if fire is an insured peril;

and

where the subject matter insured or in the case of a reinsurance, the subject matter insured by the original insurance is within the U.S.A., its islands, onshore territories or possessions;

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, Excluding however any loss, damage, liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

SEAWORTHINESS CLAUSE

Warranted that at the inception of this policy the vessel(s) shall be in a seaworthy condition and, thereafter, during the currency of the policy, the Insured shall exercise due diligence to keep the vessel(s) seaworthy, and in all regards fit, tight, properly manned, equipped and supplied.

STRIKES, RIOTS, ETC.

Warranted free of loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, malicious mischief or vandalism, civil commotions or the acts of any persons taking part in any such occurrence or disorder.

SUE AND LABOR CLAUSE

In case of any loss or misfortune, it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance; to the charges whereof the Company will contribute according to the Rate and Quantity of the sum herein insured. And it is especially declared and agreed that no acts of the Company or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO THE COMPANY

If any person or organization to or for whom the company makes payment under this insurance has rights to recover damages from another, all those rights are transferred to the company to the extent of the company's payment. That person or organization must do everything necessary to secure the company's rights and must do nothing after a loss to impair them. If the Company makes a recovery from any third party because of any damage or loss for which the company has made a payment under this insurance, the company shall be entitled to retain all the proceeds of such recovery up to the amount of the payment hereunder, plus all survey and adjustment expenses incurred on account of such damage or loss and all sums expended to effect such recovery, including but not limited to attorneys fees and expenses, fees and expenses of experts or appraisers, bonds and other costs.

ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy or any coverage relating to or referred to in any certificates or other evidences of insurance or any claim would be in violation of any United States, United Kingdom or European Union economic or trade sanctions, laws, or regulations and/or United Nations resolutions, such coverage shall be null and void.

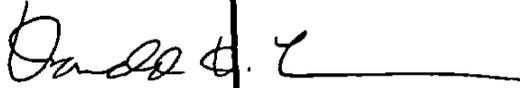
CONFLICT OF TERMS AND CONDITIONS

In the event that the aforesaid General Terms and Conditions conflict in any manner with the specific terms and conditions of the attached policy, the specific terms and conditions shall take precedence and be applicable.

SIGNATORY CLAUSE

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513.369.5000 ph

GAI 2398 (Ed. 10 08)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 DISCLOSURE OF PREMIUM AND COVERAGE ENDORSEMENT

THIS ENDORSEMENT IS ISSUED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

Terrorism Premium (Certified Acts) \$ 0.00

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Reauthorization Act of 2007, we are required to provide you with a Notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is as shown above or in the policy Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this policy remain unchanged.

0020342



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2248 (Ed. 01/01)

Policy No. OMH 1441915 04

**OCEAN MARINE COVERAGE LEVEL DECLARATIONS PAGE
AND VESSEL SCHEDULE**

NAMED INSURED: THE CITY OF KEY WEST FL

POLICY #: OMH 1441915

POLICY EFFECTIVE DATE: 10/01/2014

POLICY EXPIRATION DATE: 10/01/2015

HULL COVERAGE INFORMATION:

HULL COVERAGE FORM:

FORM #: GAI 2206 FORM NAME: TAYLOR FORM (SP-39C)

TOTAL HULL PREMIUM: \$ 12,085

WARRANTED THAT NO LAYUP RETURNS WILL BE ALLOWED UNDER THIS POLICY.

VESSEL SCHEDULE FOR GAI 2206 - TAYLOR FORM (SP-39C)

VESSEL#	VESSEL DESCRIPTION	COVERAGE	LIMIT OF LIABILITY AGREED VALUE/ AMOUNT INSURED	DEDUCTIBLE
1	26 Fiberglass Workboat (Marina) Name: USA PUMPOUT BOAT	HULL	\$ 86,000	\$ SEE ENDT
2	2010 26 Fiberglass Workboat (Marina) Name: USA PUMPOUT BOAT	HULL	\$ 86,000	\$ SEE ENDT
3	2014 29 Fiberglass Workboat (Marina) Name: SAFE BOAT	HULL	\$ 284,923	\$ SEE ENDT
4	2014 18 Fiberglass Passenger Vessel W/EVINRUDE OB Name: MAKO FLATS BOAT	HULL	\$ 4,000	\$ 250
5	2003 27 Fiberglass Patrol Boat Name: FULL CABIN SAFE BOAT	HULL	\$ 141,036	\$ SEE ENDT
6	2005 32 Fiberglass Police Boat Name: DONZI W/TWIN MERCURY OB	HULL	\$ 117,575	\$ SEE ENDT
7	2003 24 Fiberglass Fire Boat Name: WHALER GUARDIAN FIRE BOAT	HULL	\$ 82,084	\$ SEE ENDT
8	2004 21 Fiberglass Passenger Vessel Name: CAROLINA SKILL	HULL	\$ 16,299	\$ 1,000

VESSEL SCHEDULE FOR GAI 2206 - TAYLOR FORM (SP-39C)					
VESSEL#	VESSEL DESCRIPTION	COVERAGE	LIMIT OF LIABILITY AGREED VALUE/ AMOUNT INSURED	DEDUCTIBLE	
9	1990 21 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL	HULL	\$ 67,500	\$ SEE ENDT	
10	1990 21 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL	HULL	\$ 67,500	\$ SEE ENDT	
11	1997 16 Fiberglass Passenger Vessel Name: CAROLINA SKIFF	HULL	\$ 10,000	\$ 1,000	



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NAVIGATION &/OR TRADING WARRANTY

Navigation &/Or Trading Warranty:

Warranted the insured vessel(s) be confined to the inland and coastal waters of the State of Florida within two (2) miles of the shore of the Island of Key West.

The Navigation &/Or Trading Warranty listed applies to the vessel(s) listed below:

Vessel No.	Vessel Description
1	26 Fiberglass Workboat (Marina) Name: USA PUMPOUT BOAT
2	2010 26 Fiberglass Workboat (Marina) Name: USA PUMPOUT BOAT

Navigation &/Or Trading Warranty:

WARRANTED THAT THE INSURED VESSEL (S) BE CONFINED TO THE INLAND AND COASTAL WATERS OF THE INSLAND OF KEY WEST NOT TO EXCEED 10 NAUTICAL MILES OF THE SHORE.

The Navigation &/Or Trading Warranty listed applies to the vessel(s) listed below:

Vessel No.	Vessel Description
3	2014 29 Fiberglass Workboat (Marina) Name: SAFE BOAT
4	2014 18 Fiberglass Passenger Vessel W/EVINRUDE OB Name: MAKO FLATS BOAT
5	2003 27 Fiberglass Patrol Boat Name: FULL CABIN SAFE BOAT
6	2005 32 Fiberglass Police Boat Name: DONZI W/TWIN MERCURY OB
7	2003 24 Fiberglass Fire Boat Name: WHALER GUARDIAN FIRE BOAT
8	2004 21 Fiberglass Passenger Vessel Name: CAROLINA SKILL
9	1990 21 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL
10	1990 21 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL
11	1997 16 Fiberglass Passenger Vessel Name: CAROLINA SKIFF

All other terms and conditions of this policy remain unchanged.



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1 **TAYLOR FORM (SP-39C)**
 2 **1953 (Rev. 70)**

3 In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned.
 4 this Company does hereby insure: **SEE DECLARATIONS PAGE**

5 Assured: **SEE DECLARATIONS PAGE**

6 Whose address is: **SEE DECLARATIONS PAGE**

7 Loss, if any, payable to Assured or Order **SEE LOSS PAYABLE SCHEDULE IF APPLICABLE**

8 Upon the **SEE DECLARATIONS PAGE**

9 Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment,
 10 stores, boats and furniture.

11 From **SEE DECLARATIONS PAGE** until **SEE DECLARATIONS PAGE**.

12	AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
	\$ See Dec Page	Agreed %	\$ See Dec Page	\$ See Dec Page

13 Touching the adventures and perils which this Company is contented to bear and take upon itself, they
 14 are of the waters named herein, fire, lightning, earthquake, assailing thieves, jettisons, barratry of the
 15 master and mariners and all other like perils that shall come to the hurt, detriment or damage of the
 16 vessel named herein.

17 This insurance also covers loss of or damage to the vessel named herein caused by explosion on
 18 shipboard or elsewhere.

19 This insurance also covers lost of or damage to the vessel named herein directly caused by:
 20 Accidents in loading, discharging or handling cargo, or in bunkering;
 21 Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or
 22 pontoons;
 23 Breakdown of motor generators or other electrical machinery and electrical
 24 connections thereto, bursting of boilers, breakage of shafts, or any latent defect in
 25 the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part);
 26 Breakdown of or accidents to nuclear installations or reactors not on board the
 27 vessel named herein;
 28 Contact with aircraft, rockets or similar missiles, or with any land conveyance;
 29 Negligence of charterers and/or repairers, provided such charterers and/or repairers are not
 30 Assured(s) hereunder;
 31 Negligence of master, mariners, engineers or pilots;

32 provided such loss or damage has not resulted from want of due diligence by the Assured, the owners
33 or managers of the vessel, or any of them.

34 General average, salvage and special charges payable as provided in the contract of affreightment, or
35 failing such provision, or there be no contract of affreightment, payable in accordance with the laws and
36 usages of the Port of New York. Provided always that when an adjustment according to the laws and
37 usages of the port of destination is properly demanded by the owners of the cargo, general
38 average shall be paid in accordance with same.

39 And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision
40 with any other ship or vessel other than her tow, if any, and the assured in consequence of the vessel
41 named herein being at fault shall become liable to pay and shall pay by way of damages to any other
42 person or persons any sum or sums in respect of such collision, this Company will pay its proportion of
43 such sum or sums so paid as the amount insured hereunder bears to the agreed valuation of the vessel
44 named herein, provided, always that this Company's liability in respect of any one such collision shall not
45 exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has
46 been contested or proceedings have been taken to limit liability, with the consent in writing of this
47 Company, this Company will also pay a like proportion of the costs which the assured shall thereby
48 incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the
49 owners of one or both such vessels becomes limited by law, claims under this Collision Liability Clause
50 shall be settled on the principle of cross liabilities as if the owners of each vessel had been
51 compelled to pay to the owners of the other of such vessels such one-half or other proportion
52 of the latter's damages as may have been properly allowed in ascertaining the balance or sum
53 payable by or to the Assured in consequence of such collision. Provided always that this clause
54 shall in no case extend to any sum which the assured may directly, indirectly, or otherwise incur or
55 become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or
56 neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting
57 therefrom; loss of, or damage to, or expense, including demurrage and/or loss of use thereof, in
58 connection with any fixed or movable object, property or thing of whatever nature (excepting other
59 vessels and property thereon); loss of or damage to her tow; cargo, baggage or engagements of
60 the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of, any person. And
61 provided also that in the event of any claim under this clause being made by anyone other than the
62 owners of the vessel named herein, he shall not be entitled to recover in respect of any liability to
63 which the owners of the vessel as such would not be subject, nor to a greater extent than the owners
64 would be entitled in such event to recover.

65 In case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants
66 and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery
67 of the vessel named herein, or any part thereof, without prejudice to this insurance, to the
68 charges whereof this Company will contribute as hereinafter provided. It is agreed that the acts of the
69 assured or this Company, or their agents, in recovering, saving and preserving the property insured in
70 case of disaster shall not be considered a waiver or an acceptance of an abandonment, nor as affirming
71 or denying any liability under this policy; but such acts shall be considered as done for the benefit of
72 all concerned, and without prejudice to the rights of either party.

73 Warranted that in case of any casualty or loss which may result in a claim under this policy the assured
74 shall give this Company prompt notice thereof and reasonable opportunity to be represented on a survey
75 of the damage, each party to name a surveyor, which two surveyors shall proceed to draw
76 specifications as to the extent of the damage and the work required to make the damage good.
77 If the two surveyors agree, such specifications shall be binding on both this Company and the
78 assured, subject nevertheless to policy terms and conditions and the question of whether or not the
79 disaster and resulting loss or damage are covered by this policy. In the event the two surveyors
80 cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either
81 party hereto may apply to the United States District Court for the district in which the home port of
82 the vessel named herein is located for the appointment of an umpire, pursuant to the United States
83 Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the

84 specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the
85 Company shall be dissatisfied with the terms which the Assured may obtain for the repair of the damage
86 as specified by said survey, then this Company may require the surveyors or the umpire to submit the
87 specifications prepared as aforesaid to such shipyard, repair men, boat builders and shipwrights, as may
88 be selected by such surveyors or the umpire, with a request for bids for such repairs. If after
89 reception of such bids, the Assured shall elect to accept some other bid than that of the lowest bidder,
90 this Company shall be liable only for its proportion of so much of the sum actually expended
91 to effect repairs specified by the surveyors for its account as does not exceed said lowest bid.
92 In no event however shall this Company respond for an amount in excess of its proportion
93 of the amount actually expended by the assured in effecting such repairs.

94 With respect to physical loss or damage to the vessel named herein this Company shall be liable only for
95 such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.

96 In the event of expenditure under the Sue and Labor Clause, this Company will pay the proportion of
97 such expenses that the amount insured hereunder bears to the agreed valuation of the vessel named
98 herein, or that the amount insured hereunder, less loss and/or damage payable under this policy, bears
99 to the actual value of the salvaged vessel, whichever proportion shall be less.

100 When the contributory value of the vessel named herein is greater than the agreed valuation, stated
101 herein the liability of this Company for general average contribution (except in respect of amount
102 made good to the vessel) or salvage shall not exceed that proportion of the total contribution due from
103 the vessel that the amount insured hereunder bears to the contributory value; and if because of damage
104 for which this Company is liable as particular average the value of the vessel has been reduced for
105 the purpose of contribution, the amount of the particular average claim under this policy shall be
106 deducted from the amount insured hereunder and this Company shall be liable only for the
107 proportion which such net amount bears to the contributory value.

108 The sum of **SEE DECLARATIONS PAGE** shall be deducted from the total amount of any or all claims
109 (including claims for sue and labor, collision liability, general average and salvage charges) resulting
110 from any one accident. This deduction does not apply to claims for total or constructive total loss.
111 For the purpose of this clause each accident shall be treated separately, but it is agreed that a
112 sequence of damages arising from the same accident shall be treated as due to that accident.

113 In case of loss, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have
114 been made and presented to this Company, (the amount of any indebtedness due this Company from the
115 assured or any other party interested in this policy being first deducted).

116 Upon making payment under this policy the Company shall be vested with all of the assured's rights
117 of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver
118 instruments and papers and do whatever else is necessary to secure such rights.

119 Any agreement, contract or act, past or future, expressed or implied, by the Assured whereby any right
120 of recovery of the Assured against any vessel, person or corporation is released, decreased,
121 transferred or lost which would, on payment of claim by this Company, belong to this Company but
122 for such agreement, contract or act shall render this policy null and void as to the amount of
123 any such claim, but only to the extent and to the amount that said agreement, contract or act
124 releases, decreases, transfers, or causes the loss of any right of recovery of this Company, but
125 the Company's right to retain or recover the full premium shall not be affected.

126 This Company shall have the option of naming the attorneys who shall represent the assured in the
127 prosecution or defense of any litigation or negotiations between the assured and third parties
128 concerning any claim, loss or interest covered by this policy, and this Company shall have the direction
129 of such litigation or negotiations. If the Assured shall fail or refuse to settle any claim as authorized
130 by the Company, the liability of the Company to the assured shall be limited to the amount for which
131 settlement could have been made.

132 It is a condition of this Policy that no suit, action or proceeding for the recovery of any claim for
133 physical loss of or damage to the vessel named herein shall be maintainable in any court of law or equity
134 unless the same be commenced within twelve (12) months next after the calendar date of the happening
135 of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws
136 of the state within which this policy is issued such limitation is invalid, then any such claim shall be
137 void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by
138 the laws of such state, to be fixed herein.

139 In event of damage, cost of repairs to be paid without deduction of one-third, new for old.

140 If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably
141 incurred in excess of any proceeds realized or value recovered, the amount payable under this policy
142 will be the proportion of such excess that the amount insured hereunder (without deduction for loss or
143 damage) bears to the agreed valuation or the sound value of the vessel named herein at the time of
144 the accident, whichever value was greater.

145 It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition
146 to a total or constructive total loss.

147 No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and
148 repairing the vessel named herein shall exceed the agreed valuation.

149 In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be
150 taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or
151 wreck shall be taken into account.

152 In the event of total or constructive total loss, no claim to be made by this Company for freight, whether
153 notice of abandonment has been given or not.

154 Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the
155 vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in
156 full force and effect, but in no case beyond the termination of this policy.

157 Warranted by the Assured that there shall be no other insurance covering physical loss or damage to the
158 vessel named herein other than that which is provided in lines 13 through 33 hereof but permission is
159 granted to carry other insurance of whatever kind or nature not covered by this policy or additional
160 amounts of insurance of the kind or nature covered by this policy other than as provided
161 in lines 13 through 33.

162 This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned,
163 transferred or pledged, or if there be any change of management or charter of the vessel, without the
164 previous consent in writing of this Company.

165 Notwithstanding anything to the contrary contained in this policy, this insurance is warranted free from
166 any claim for loss damage or expense caused by or resulting from capture, seizure, arrest, restraint
167 or detention, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by
168 requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also
169 from all consequences of hostilities or warlike operations (whether there be a declaration of war or not),
170 but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any
171 fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless
172 caused directly (and independently of the nature the voyage or service which the vessel concerned or,
173 in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a
174 belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval,
175 military or air forces in association with a power; also warranted free, whether in time of peace of war,
176 from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission
177 and/or fusion or other reaction or radioactive force or matter.

178 Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil
179 strife arising therefrom, or piracy.

180 If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede
181 the above warranty only to the extent that their terms are inconsistent and only while such war
182 risk endorsement remain in force.

183 Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances,
184 civil commotions, riots, martial law, military or usurped power or malicious acts.

185 Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company
186 pro rata rates, if at the request of the Assured short rates, will be charged - and arrival.

187 Navigation Limits - Special Conditions - Endorsements, etc.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2225 (Ed. 01 01)

**AMERICAN INSTITUTE
S.R. & C.C. ENDORSEMENT (HULLS)
SEPTEMBER 8, 1959**

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks, from and after "SEE DECLARATIONS PAGE."

In accordance with the following clause:

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F.C. & S Clause within the POLICY "vandalism," "sabotage," and "malicious mischief," as used herein, shall be construed to include willful or malicious physical injury to or destruction of the described property caused by acts committed by an agent of any government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described is situated.

Until further notice the Assured shall pay for the additional protection afforded by the above Clause, an additional premium of **INCLUDED**. The Underwriters have the right nevertheless to change this premium at any time on 15 days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation be given to the Underwriters. The premium may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

26 Fiberglass Workboat (Marina)
Name: USA PUMPOUT BOAT

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

2010 26 Fiberglass Workboat (Marina)
Name: USA PUMPOUT BOAT

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

2014 29 Fiberglass Workboat (Marina)
Name: SAFE BOAT

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

2003 27 Fiberglass Patrol Boat
Name: FULL CABIN SAFE BOAT

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

2005 32 Fiberglass Police Boat
Name: DONZI W/TWIN MERCURY OB

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
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513 369 5000 ph

GAI 2255 (Ed. 01 01)

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

2003 24 Fiberglass Fire Boat
Name: WHALER GUARDIAN FIRE BOAT

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

1990 21 Fiberglass Workboat (Marina)
Name: SEA ARK UTILITY OIL

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

SPECIAL HULL DEDUCTIBLE ENDORSEMENT

The deductible described below applies to the following vessel:

1990 21 Fiberglass Workboat (Marina)
Name: SEA ARK UTILITY OIL

For Hull coverages as described below:

\$5,000 PER OCCURENCE ALL OTHER COVERED PERILS / WINDSTORM DEDUCTIBLE
IS 5% OF THE TIV

All other terms and conditions of this policy remain unchanged.

**ATTENTION PRODUCER!**

PLEASE EXAMINE THIS
DOCUMENT CAREFULLY.
IF ANY OF THE TERMS OR
CONDITIONS VARY FROM
THOSE THAT YOU REQUESTED,
NOTIFY HULL & COMPANY
IMMEDIATELY IN WRITING.

Hull & Company, Inc.
1815 Griffin Rd, Suite 300
Dania Beach, FL 33004
(954)527-4855 Fax: (866)449-8449
Web: www.hullco.com

Managing General Agents ■ Wholesale Insurance Brokers

Producing Agency: RISK MANAGEMENT ASSOCIATES INC
Agent Name: Alan S Florez
P.O. BOX 2416
Daytona Beach, FL 32115

Name of Assured: City of Key West (The)
Address: P O Box 1409
Key West, FL 33041

Effective 12:01 a.m. local standard time from 10/01/2014 to 10/01/2015.

Acting upon instructions from the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # OMH-144-19-16-03 has been effected.

COVERAGE

As per attached Cover Note.

PREMIUM

Premium:	\$4,907.00
FHCF 1.3%	\$63.79
Total:	\$4,970.79

Minimum Earned Premium Applies

Flat Cancellation Not Permitted

SECURITY

As per attached Cover Note.

By: _____


James Gallaudet



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NOTICE TO POLICYHOLDERS

FLORIDA CATASTROPHE FUND EMERGENCY ASSESSMENT

The Florida Office of Insurance Regulation has authorized the levying of an emergency assessment on all insurers writing property and casualty business in the state on behalf of the Florida Hurricane Catastrophe Fund. The Fund has incurred catastrophic hurricane losses in excess of \$6.8 billion for the 2004 and 2005 contract years. The assessment is necessary to offset the revenue bond and related debt service obligations.

Effective January 1, 2011, a 1.3% surcharge will be applied to property and casualty lines of business with the exception of accident and health, federal flood, medical malpractice or workers' compensation insurance.

A handwritten signature in cursive script that reads "James Gallaudet".

James Gallaudet



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NOTICE OF COMPANY CHANGE

This policy is being transferred to another authorized company within the Great American Insurance Group. This change does not affect policy terms or conditions.

0020342



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

OCEAN MARINE DIVISION

65 BROADWAY
NEW YORK, NEW YORK 10006
(212) 510-0135
(212) 422-1063

CAPT. EDWARD F. WILMOT
DIVISION VICE PRESIDENT

GREAT AMERICAN EMERGENCY RESPONSE TEAM

Providing Emergency Management Support to our Insureds in all Areas of Coverage

Great American Insurance Companies provide our Insureds with 24-hour emergency response service in the United States and internationally. The Great American Emergency Response Team (GAERT) utilizes experienced emergency managers and engages response contractors to ensure prompt, effective response to any covered incident in coordination with the regulatory agencies.

In the event of an incident, regardless of its size, it is very important that we be notified immediately. One toll-free telephone call to 1-877-GAREACT (427-3228), or 1-610-526-0454 for international callers, will place our Insured in direct contact with one of our Emergency Managers. Once the necessary information has been exchanged, assistance with required regulatory liaison is provided and Great American notifications will be made. A Response Contractor will be activated and dispatched to the scene. It should be understood that for non-US spill response, the contractor resources are less available and in many countries the Government will take a lead role in organizing and directing the response. Great American will be active in every response, regardless of the location.

Our Emergency Manager will coordinate with the local regulatory agencies, response contractor(s), affected property owners and the covered Insured to provide a prompt and effective response to minimize the costs and liabilities. In the initial stages of a response, and in most minor incidents, the Emergency Manager coordinates all response actions from our Command Center. He or she will provide liaison to the agencies, direction to the contractor, communication with the Insured and monitoring of the response. Safety, site stabilization and protection of property and the environment remain the top priorities in the response. In the event of a non-US spill, a GAERT local representative will be activated to coordinate with the Insured, local government agencies and the cleanup resources.

As the incident warrants, the Emergency Response Team will be activated to ensure a safe, coordinated and prioritized response management at the site. Our Emergency Response Team is a national network of experienced emergency managers who possess the expertise and value the teamwork needed to control the situation. In addition to the United States they have experience in Central and South America, Africa and the Mid-East. Our response organization is based on the Incident Command System (ICS), which provides functional operational structure and enhances our communication with other response organizations that may be involved with the response. The Great American Emergency Response Team will establish command and control of an incident and maintain the organization and coordination of the operations, planning, logistics and financial functions required in a response of any magnitude. Specialists in media affairs, environmental issues and third party claims coordination are available to support the efforts as required.

Our knowledge of response resources and regulatory requirements ensures that the most effective contractors and technical support services are deployed. This response resources network includes the clean-up contractors, waste disposal services, logistic support services, environmental specialists and remediation contractors needed to maintain the response operations, as well as to coordinate with government agencies from activation to closure.

The Great American Emergency Response Team provides the experience and organization to coordinate and manage the response to an incident of any magnitude with professionalism and effectiveness.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 2264 (Ed. 10 03)

Policy No. OMH 1441916 04
Renewal Of OMH 1441916 03

POLLUTION POLICY DECLARATIONS PAGE

<p>NAMED INSURED AND ADDRESS: THE CITY OF KEY WEST FL ATTN: RISK MANAGEMENT P.O. BOX 1409 KEY WEST, FL 33041-1409</p>	<p>POLICY PERIOD: Noon Standard Time at the address of the Named Insured shown at left. From 10/01/2014 To 10/01/2015</p>
<p>IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</p>	<p>AGENT'S NAME AND ADDRESS: HULL & COMPANY, INC. 1815 GRIFFIN RD STE 300 DANIA BEACH, FL 33004 - 2252</p>

Insurance is afforded by company indicated below:
(A capital stock corporation)

Great American Insurance Company

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations and agreements as may be added hereto.

	PREMIUM
Pollution Coverage	\$ 4,300.00
OPTIONAL COVERAGE ENDORSEMENTS	\$ 607.00
FL Hurricane Cat Fund Emergency Assess	\$ 63.79
Total Policy Premium	\$ 4,970.79

Loss, if any, payable to Insured or Order. Loss notice must be sent to:

Great American Insurance Company
Ocean Marine Claims
P. O. Box 2468
Cincinnati, OH 45201
Telephone # (800) 426-9697

In the event of an incident, please contact our Emergency Response Team at:
Toll Free: 877 - GAREACT (877 - 427 - 3228)
Direct Dial: 610 - 725 - 8286

FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this policy at time of issue are listed on the attached Forms and Endorsements Schedule. GAI 22 97 (01/01).

SCHEDULE OF VESSELS					
VESSEL #	DESCRIPTION/NAME	GRT	OPA LIMIT	CERCLA LIMIT	
1	2003 24 Fiberglass Passenger Vessel Name: GUARDIAN BOSTON WHALER	1	\$ 1,000,000	\$ 1,000,000	
2	18 Fiberglass Passenger Vessel Name: MAKO FLATS BOAT	1	\$ 1,000,000	\$ 1,000,000	
3	2003 27 Fiberglass Patrol Boat Name: FULL CABIN SAFE BOAT	1	\$ 1,000,000	\$ 1,000,000	
4	2005 32 Fiberglass Police Boat Name: DONZI W/TWIN MERCURY ENG.	1	\$ 1,000,000	\$ 1,000,000	
5	1985 20 Fiberglass Passenger Vessel Name: AQUASPORT	1	\$ 1,000,000	\$ 1,000,000	
6	2004 Fiberglass Passenger Vessel Name: CAROLINA SKIFF DLX2 180	1	\$ 1,000,000	\$ 1,000,000	
7	2010 26 Fiberglass Workboat (Marina) Name: USA PUMP OUT BOAT	1	\$ 1,000,000	\$ 1,000,000	
8	1990 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL	1	\$ 1,000,000	\$ 1,000,000	
9	1990 25 Fiberglass Workboat (Marina) Name: SEA ARK UTILITY OIL	1	\$ 1,000,000	\$ 1,000,000	
10	2010 26 Fiberglass Workboat (Marina) Name: USA PUMP OUT BOAT	1	\$ 1,000,000	\$ 1,000,000	
11	1997 16 Fiberglass Passenger Vessel Name: CAROLINA SKIFF	1	\$ 1,000,000	\$ 1,000,000	
12	2014 16 Fiberglass Workboat (Marina) Name: SAFE BOAT	1	\$ 1,000,000	\$ 1,000,000	



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

GAI 2297 (Ed. 01 01)

Policy: OMH 1441916 04

OCEAN MARINE FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

		AMENDED		
	FORM AND EDITION	Effective Date ADDED	Effective Date DELETED	FORM DESCRIPTION
1.	GAI2196 06/14			VESSEL OWNER POLLUTION COV (B)
2.	GAI2264 10/03			POLLUTION POLICY DECLARATIONS
3.	GAI2274 01/01			STATE CIVIL FINES AND PENALTIES
4.	GAI2314 01/11			NON-OPA - NON-CERCLA ENDORSEMENT



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

**MARINE INSURANCE POLICY
VESSEL OWNER POLLUTION COVERAGE (B)**

TABLE OF CONTENTS

DECLARATIONS PAGE - The Declarations Page provides the specific information on the insurance you have chosen to protect your liability as per terms of this policy.

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LIMITATIONS OF COVERAGE	2
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Administrative Offices
801 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

MARINE INSURANCE POLICY VESSEL OWNER POLLUTION COVERAGE (B)

AGREEMENT

We will provide the insurance in this Policy in consideration of the payment of the premium to Us.

This Policy consists of Sections A through E. Please read each section of this Policy carefully.

SECTION A: DEFINITIONS

In this policy, "You" and "Your" refer to the Named Insured shown in the "Declarations Page." "We," "Us" and "Our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **CERCLA** - Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.
2. **INCIDENT** - An Incident is an accidental discharge or the substantial threat of an accidental discharge into the navigable waters of the United States for which You are liable under **OPA90** or **CERCLA** or **FWPCA** and for which coverage is provided in this Policy.
3. **FWPCA** - Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1321, et seq.
4. **OPA90** - The Oil Pollution Act of 1990, P.L. 101-380; 33 U.S.C. 2701, et seq.
5. **DEFENSE COSTS** - Legal fees and expenses paid by You with our prior written approval to defend a liability covered by this Policy.
6. All other terms are to be interpreted in accord with their generally accepted meaning within the marine insurance industry.

SECTION B: COVERAGES

The Coverage applies separately for each scheduled Vessel for an Incident during the effective period of this Policy. You are not covered for any Vessel not scheduled or for any Incident or event outside the Policy Effective period.

Subject to all the terms and conditions in this Policy, We will indemnify You up to the Amount of Insurance for a scheduled Vessel for an accidental discharge or the substantial threat of an accidental discharge into the navigable waters of the United States for the following:

1. **OPA90 (Federal)** - Removal costs and expenses paid by You and for which You are designated liable under Section 1002 of **OPA90** (33 U.S.C. Section 2702), for a discharge of oil as defined in Section 1001 (23), or to avoid the substantial threat of discharge of oil, into or upon the navigable waters or adjoining shorelines or the exclusive economic zone of the United States.
2. **OPA90 (State)** - Removal costs and expenses identified in Section 1002 (33 U.S.C. Section 2702) of **OPA90** paid by You and for which You are liable under the law of a State or territory of the United States but only to the extent that such costs and expenses can be recovered under Section 1002 of **OPA90**.

3. **CERCLA** - Costs and expenses You paid for which you were liable under 107 (a)(1)(A) and (B) of **CERCLA** (42 U.S.C.) Section 9607 (a)(1)(A) specifically for "removal", "response", or "remedial action" as defined and applied under Section 101 (23) - (25) of **CERCLA** (42 U.S.C.)Section 9601 (23).-(25). This coverage includes claims for contributions under Section 1013 (f)(1) of **CERCLA** (42 U.S.C. Section 9613 (f)(1)).
4. **STAND BY** - We will standby firefighting or salvage efforts for a covered vessel but **ONLY** to the extent necessary to stop the discharge or release, or to prevent a substantial threat of a discharge or release, for which there would be coverage under **OPA90**, **CERCLA**, or the **FWPCA**.
5. **Spill Management** - Where an incident has occurred, We shall conduct **SPILL MANAGEMENT AND INCIDENT CONNECTED FUNCTIONS** on Your behalf. Your complete cooperation is a condition of coverage under this Policy. Failure to provide complete cooperation in the spill management and response and in responding to the concerned governmental authorities shall void the Policy coverage.
6. **Defense Costs** - We will also pay Defense Costs. We have no obligation to pay defense costs or to defend against a claim for a liability not covered under this Policy whether made in connection with or as part of a covered claim. We have the right, but not the duty, to assume Your defense against any claim alleging You have a liability covered under this Policy. In the event We determine to assume the defense of a claim against You, We shall control the defense and any settlement. Our obligation to pay Defense Costs whether we assume the defense or not terminates when the Amount of Insurance is exhausted either by payment or by tender.
7. **Limited Administrative Penalties** - Your liability under the Section 1321(b)(6)(A)(i) of the Federal Water Pollution Control Act ("**FWPCA**") for civil administrative penalties up to a maximum amount of two hundred and fifty thousand dollars (\$250,000) per Incident. This is a separate limit from the amount of insurance shown elsewhere in the Policy under any other section of **FWPCA** or any other law, regulations, etc. This Policy does not cover any other penalties or charges.
8. **Public Relations** - One hundred percent of the costs and expenses paid by You with our prior written consent for public relations during the removal phase of an oil spill covered by this Policy. The limit of insurance payable by this Policy for this coverage is two hundred fifty thousand dollars (\$250,000) per Incident, per Vessel, separate from the amount of insurance shown elsewhere in the Policy.

SECTION C: AMOUNT OF INSURANCE

The Amount of Insurance stated in the Declarations Page is the most we will pay under this Policy for the total of coverages **B.1.** through **B.6.** for any one Vessel for any one Incident. Each Scheduled Vessel is separately insured for its corresponding Amount of Insurance for each Incident. Expense limits are included in the Policy limit.

If, after an incident, You are entitled to Limitation of Liability Act (46 U.S.C. Section 181,et seq.), the Amount of the Insurance payable for that incident under this Policy will be the lesser of:

1. The amount to which Your liability is limited under the Limitation of Liability Act, or
2. The total **AMOUNT OF INSURANCE**.

SECTION D: LIMITATIONS OF COVERAGE

You are not insured against:

1. Any claim, cost, expense or liability other than Section 1002 of **OPA90** (33 U.S.C. Section 2702) or **CERCLA** as defined in **Section B.3.**
2. Any claim, cost, expense or liability of any nature arising from:

- a) Willful misconduct by You, Your employees, agents or those for whom you are responsible, whether directly or indirectly, and whether in whole or in part, even if such would otherwise be covered hereunder. (Willful means an intentional act or omission or behavior that is so careless or reckless as to show an indifference to consequences.)
- b) Any liability or increased liability for not:
 - (i) properly or timely reporting an Incident as required by applicable law;
 - (ii) providing cooperation or assistance requested by an authorized government official or agency in connection with an Incident covered hereunder; or,
 - (iii) complying with an order issued by an authorized government official or agency in connection with an Incident covered hereunder.
- c) Act or acts of war.
- d) Radioactive materials and/or a nuclear incident.
- e) Claim for personal illness, disability, physical, mental, bodily injury or personal injury; and/or wrongful death claims or liability under any workman's compensation law or similar law.
- f) Any contractual obligation.
- g) Fines or penalties except those covered by Section B.7.
- h) Any activity involving drilling, wells, mines, exploration, oil, mineral or resource drilling or extraction, or exploration activities.
- i) Any injury or damage either expected or intended by You.
- j) Punitive, exemplary or similar such damages, or any increase beyond compensatory damages.
- k) Any criminal prosecution or liability.
- l) Any criminal penalties or liabilities of any character.
- m) Liability under the laws of any State or subdivision thereof beyond that covered under Section B.2.

SECTION E: GENERAL CONDITIONS APPLICABLE TO ENTIRE POLICY

The following are conditions precedent to the insurance provided in this Policy. The Failure to comply with any of these conditions for whatever reason relieves this Policy from responding in full. A condition of this Policy can only be waived by Our express written statement. Our decision to waive any one condition does not constitute a waiver of any other condition unless expressly stated by us in writing.

1. **NOTICE:** It is a condition of this insurance that You provide Us with **IMMEDIATE TELEPHONE NOTICE** of an Incident or any event(s) potentially covered by this Policy at:

Toll Free: 877-GAREACT (877-427-3228)

Direct Dial: 610-725-8286

Claims advices that do not involve an immediate threat of discharge should be reported to:

GREAT AMERICAN INSURANCE COMPANY OCEAN MARINE CLAIMS
P.O. BOX 2468
CINCINNATI, OHIO 45201
TELEPHONE #(800) 426-9697

You must also immediately forward to Us all relevant documents including any designations of responsibility, claims, communications, pleadings or legal papers relating to an Incident or potentially covered claim. We will not have any responsibility under this Policy if you fail to provide us with Immediate Telephone Notice of an Incident that may be covered under this Policy.

2. **COMPLIANCE:** It is a condition of this insurance that each Vessel be seaworthy and in compliance with all applicable laws and regulations throughout the effective term of this Policy. Failure to comply with this condition for whatever reason relieves this Policy from responding in full.
3. **SUE AND LABOR:** As soon as You are aware of any event(s) including an Incident, a discharge or the substantial threat of a discharge, or the release or a threatened release, or a claim, for which there would be coverage under this Policy, You must immediately take all steps to prevent or to minimize Your liability for such. We will indemnify You for Your reasonable incurred expenses, consistent with Section E: General Condition 4, and agreed to by Us or our authorized representatives provided proper Notice is given to Us.
4. **INSURED RESPONSE:** We shall reimburse You for the actual costs and expenses incurred and paid by You for actions taken with our consent to avoid or to mitigate a covered liability provided IMMEDIATE TELEPHONE NOTIFICATION is given. Subsequent to Your initial actions in response, any mitigation actions are subject to Our written express pre-approval. When You, or any entity affiliated with or commonly owned or managed by You, responds to an Incident or incurs costs or expenses, the claim under this Policy shall be limited to the actual incurred overhead cost and out of pocket expense, without increase or markup. You shall be compensated for the use of Your equipment or that of entities affiliated with or commonly owned or managed by You, only when approved by Us in advance at agreed rates which shall be consistent with the overhead cost for that equipment. You shall be compensated for the use of Your employees or those of entities affiliated with or commonly owned or managed by You, only when approved by Us in advance at agreed rates to be consistent with the overhead cost for those employees. You must document all costs and expenses claimed and maintain a daily log of the activity, labor and equipment claimed for. You may not recover a cost or expense that would have been incurred independent of the Incident or event(s) giving rise to the claim.
5. **COOPERATION:** Your complete cooperation with Us, our representatives and the Emergency Response Team in responding to an Incident, and in responding to any claim alleging a liability covered hereunder, is a condition of this insurance.
6. **ASSISTANCE:** Your assistance and cooperation in response to any claim covered under this Policy is a condition of this insurance. You must preserve attorney/client privileges that may apply with attorneys retained by Us in regard to an Incident and must maintain the confidentiality of communications between You and the attorneys in regard to an Incident for which You claim coverage under this Policy. You agree to share with us all attorney reports or advices relative to our common interests. These obligations apply whether or not such attorneys are selected by Us or by You.
7. **NO ADMISSION:** In the event of an incident, You must not make any admission of liability. Where an authorized official under CERCLA or OPA90 requests information, You may provide such information.
8. **AUTHORIZED SETTLEMENT LIMITATION:** If We authorize a sum for the settlement of claim or liability insured under this Policy, and You do not for any reason promptly offer or approve that settlement, then our maximum liability for that claim shall be the sum We authorized. This Policy shall be relieved of any further response, and You shall thereafter be liable for any further defense, costs, or liability(s).
9. **SUBROGATION:** We will be subrogated to all of Your rights against any other person, thing or entity upon payment under this Policy. You will not do or omit to do anything that may prejudice those rights. You will

cooperate with Us fully and do all things that may be necessary to help Us enforce such rights, including but not limited to:

- i) signing all documents necessary for Us to enforce those rights;
- ii) providing Us or counsel with legal papers, documentation, witnesses, etc. as needed;
- iii) authorize Us to commence suit or arbitration (at our cost and expense) in Your name.

10. **INSPECTION AND INVESTIGATION:** We have the right but not the obligation to inspect Your scheduled vessels, Your property and Your operations at any time during normal business hours, but this right or any report that may issue shall not be a determination of the adequacy or safety of the subject of any such inspection.
11. **PROTECTION & INDEMNITY INSURANCE:** It is a condition of this insurance that you have and maintain Protection & Indemnity insurance, including coverage for Wreck Removal, throughout the effective period of this policy for each scheduled Vessel. The Failure to comply with this condition for whatever reason relieves this Policy from responding in full. This Policy does not cover Wreck Removal.
12. **OTHER INSURANCE:** In the event you have any other insurance with respect to any liability or claim covered under this Policy, then this Policy shall not participate on a contributory, pro rata or any other basis and shall be relieved of responding in full, until all other insurance is exhausted. This insurance shall only respond excess of all other insurance independent of any similar provision in any other insurance.
13. **REPRESENTATIONS:** This is a Policy of Marine insurance. It is a condition to existence of this Policy and to the coverage that all information material to the risk insured is fully and accurately disclosed to Us. Any failure to fully and accurately disclose any material information or circumstance relating to the subject of this insurance, or with respect to any covered claim or Incident, entitles Us to void this Policy whether such failure is deliberate, negligent, inadvertent, innocent, or otherwise.
14. **AUDIT:** We may examine and audit Your books and records at any time during normal business hours as far as they relate to the subject matter of this Insurance Policy.
15. **DIRECT CLAIMS AGAINST US:** All terms, exclusions, conditions and limitations described in this Policy are applicable to any direct actions against Us concerning a liability of Yours covered, or potentially covered, by this Policy.
16. **IF WE ARE SUED DIRECTLY BECAUSE OF AN INCIDENT INVOLVING YOU:** In the event liability is imposed upon Us because of Your activities, We retain the right to pursue a recovery from You to the extent the action seeks recovery for claims not insured under this Policy, regardless of the reason or theory on which the sums are sought from Us.
17. **SUIT LIMITATION:** No suit, action, or claim against Us, under this Policy may be commenced unless all the requirements and conditions of this insurance have been complied with, and in no event later than ONE YEAR after the earlier of the following:
 - a) The date final judgment or decree is entered against You for a liability allegedly covered under this POLICY, or
 - b) The date You have made a payment to satisfy a liability allegedly covered by this POLICY even though a judgment or decree has not been entered against You in regard to that liability;
 - c) The applicable Statute of Limitations of the State of New York.
18. **CAPTIONS AND HEADINGS:** The Captions and Headings used in this Policy and any endorsements are for convenience of reference only; they do not constitute a part of the Policy's coverage provisions.

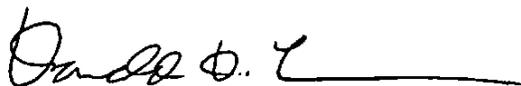
19. **CANCELLATION:** This policy may be cancelled by either party giving the other party thirty (30) days notice in writing. If cancellation is at the election of the company, pro rata rates, if at the election of the assured, short rates will be charged. The company may cancel upon ten (10) days written notice in the event of non-payment of premium. If You cancel, You must send notice to Your agent/producer or:

Great American Insurance Company
Ocean Marine Claims
P.O. Box 2468
Cincinnati, Oh 45201

We will notify You of any cancellation by mailing notice to You at the address noted on the Declarations Page of this Policy.

20. **TRANSFER OR YOUR INTEREST IN THIS POLICY:** Your rights and duties under this Policy cannot be assigned without our written consent. Upon any sale, transfer, or other change in ownership of any Vessel(s) named in the Declarations Page, this Policy will automatically be void as of that time and date and coverage will cease for that vessel, with a pro rata return premium granted.
21. **CONFORMING WITH STATUTE:** Any terms of this Policy in conflict with the law of any applicable law are hereby amended to conform with such law but only to the extent necessary to conform the Policy.
22. **CHOICE OF LAW:** This Policy shall be construed pursuant to, and the rights of the parties hereto shall be governed and controlled by, the General Maritime law of the United States and in the absence of an applicable rule of the General Maritime law of the United States, by the laws of the State of New York without regard to its choice of law rules.
23. **FORUM:** Any dispute of any nature with respect to this Policy or the coverage hereunder shall be adjudicated before the United States District Court for the Southern District of New York to which jurisdiction You and We agree to be subject.
24. **SIGNATORY CLAUSE:** This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such provisions, stipulations, and agreements as may be added hereto.

In witness thereof, the Company has caused this Policy to be signed by its President and Secretary.



PRESIDENT



SECRETARY



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

STATE CIVIL FINES AND PENALTIES

This endorsement provides coverage for state civil fines and penalties imposed and paid by you for the unlawful discharge of oil or hazardous material into a navigable waterway from your insured vessel. The maximum amount of insurance payable by this Policy for this coverage is \$250,000 and shall be a separate limit from the amount of insurance shown elsewhere in the Policy.

All other terms and conditions of this policy remain unchanged.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

NON-OPA - NON-CERCLA ENDORSEMENT

It is hereby understood and agreed, that in consideration of premium as shown on the Declaration Page, this Policy is extended to include the on-water removal of materials of a non-OPA and non-CERCLA nature which has been mandated by an authorized public authority and is the result of a defined single, sudden and accidental event provided said event is not covered by any other policy. If covered by any other policy, this Policy is to be considered as Excess only. In no event shall the amount payable herein inclusive of payments made under coverages B.1. through B.6. exceed the greater of the individual vessel "OPA Limit", "CERCLA Limit" or "Amount of Insurance" shown on the Declarations Page of this policy.

All other terms and conditions of this policy remain unchanged.

COMMERCE AND INDUSTRY INSURANCE COMPANY

175 WATER STREET
NEW YORK, N. Y. 10038

A Capital Stock Company
(herein called the "Company")

**STORAGE TANK THIRD-PARTY LIABILITY, CORRECTIVE ACTION AND CLEANUP COSTS
POLICY**

DECLARATIONS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

POLICY NUMBER: 004808661

Item 1. NAMED INSURED: City Of Key West
C/O Risk Management

ADDRESS: PO Box 1409
Key West, FL 33041

Item 2. POLICY PERIOD: FROM 10/01/14 TO 10/01/15
12:01 AM Standard Time at the Address of the Named Insured shown above

Item 3. LIMIT OF LIABILITY: \$ 1,000,000 EACH INCIDENT LIMIT
\$10,000,000 AGGREGATE LIMIT

Item 4. DEDUCTIBLE: \$ 25,000 EACH INCIDENT

Item 5. COVERED STORAGE TANK SYSTEM(S): See Storage Tank Schedule

Item 6. RETROACTIVE DATE: See Storage Tank Schedule

Item 7. POLICY PREMIUM: \$2,138.45

Premium for Certified Acts of Terrorism Coverage Under TRIA 2002:
\$18.00 Included in Policy Premium

Item 8. FORMS, ENDORSEMENTS AND SCHEDULES ATTACHED TO THIS POLICY: See Attached Form Schedule

BROKER: Policy Managers®

By 

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

STORAGE TANK PROGRAM

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POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling AIG at 1-800-706-3102.

STORAGE TANK THIRD-PARTY LIABILITY, CORRECTIVE ACTION AND CLEAN-UP COSTS POLICY

NOTICE: THIS IS A CLAIMS-MADE-AND-REPORTED POLICY. PLEASE READ CAREFULLY. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS, OTHER THAN HEADINGS, APPEAR IN BOLD FACE TYPE.

THE DESCRIPTIONS IN ANY HEADINGS OR SUB-HEADINGS OF THIS POLICY ARE INSERTED SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE ANY PART OF THE TERMS OR CONDITIONS HEREOF.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and the Application, annexed hereto and made a part of this Policy or, if not annexed hereto, which are deemed to be annexed hereto and made a part of this Policy, and pursuant to all of the terms of this Policy, the Company agrees with the **Named Insured** as follows:

I. INSURING AGREEMENT

1. COVERAGES:

COVERAGE A - THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE DUE TO A STORAGE TANK RELEASE

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** resulting from **Pollution Conditions** from a covered **Storage Tank System**, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period** or during the **Extended Reporting Period**, if applicable. The **Pollution Condition** must commence on or after the **Retroactive Date** as shown in Item 6 of the Declarations.

COVERAGE B - CLEAN-UP COSTS OR CORRECTIVE ACTION DUE TO A STORAGE TANK RELEASE

To pay on behalf of the **Insured**, **Clean-Up Costs** or **Corrective Action** that the **Insured** becomes legally obligated to pay as a result of a **Confirmed Release** from a covered **Storage Tank System**, provided such **Confirmed Release** is first reported to the Company in writing during the **Policy Period** or during the **Extended Reporting Period**, if applicable. The **Pollution Condition** must commence on or after the **Retroactive Date** as shown in Item 6 of the Declarations.

2. DEFENSE:

The Company shall have the right and duty to defend any **Claims** covered under Coverage A or any civil or administrative proceedings or suits which seek to impose a legal obligation upon the **Insured** to undertake **Clean-Up Costs** or **Corrective Action** for a **Confirmed Release** to which Coverage B applies. The Company's duty to defend or continue defending any such **Claims**, civil or administrative proceedings or suits and to pay any **Loss**, **Corrective Action**, **Clean-Up Costs** or defense costs, charges and expenses, shall cease once the applicable limit of liability, as described in Section V. **LIMITS OF LIABILITY AND DEDUCTIBLE**, has been exhausted.

3. INDEPENDENT COUNSEL:

In the event the **Insured** is entitled by law to select independent counsel to defend the **Insured** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would actually pay to counsel that the Company retains in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **Claims** similar to the one pending against the **Insured**, and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to the Company's request for information regarding the **Claim**. The **Insured** may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

4. SETTLEMENT:

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the **Claim** could have been settled if such recommendation was consented to.

II. EXCLUSIONS

1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

This Policy does not apply to **Claims, Clean-Up Costs or Corrective Action, or Loss:**

A. CRIMINAL FINES, PENALTIES, AND ASSESSMENTS:

Due to any criminal fines, criminal penalties or criminal assessments.

B. CONTRACTUAL LIABILITY:

Arising from liability of others assumed by the **Insured** under any contract or agreement, unless the liability of the **Insured** would have attached in the absence of such contract or agreement or the contract or agreement is an **Insured Contract**.

C. INTENTIONAL NONCOMPLIANCE:

Arising from **Pollution Conditions** based upon or attributable to any **Responsible Insured's** intentional, willful or deliberate noncompliance with any statute, regulation including those set forth in Title 40 of the Code of Federal Regulations, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

D. INTERNAL EXPENSES:

For costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.

E. INSURED vs. INSURED:

Arising from a **Claim** brought by any **Insured** against any other person or entity who is also an **Insured** under this Policy. This exclusion does not apply to **Claims** initiated by third parties or **Claims** that arise out of an indemnification given by one **Named Insured** to another **Named Insured** in an **Insured Contract**.

F. EMPLOYER LIABILITY:

Arising from **Bodily Injury** to an **Insured** or its parent, subsidiary or affiliate arising out of and in the course of employment by the **Insured** or its parent, subsidiary or affiliate. This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay third parties who must pay damages because of the injury.

G. PRIOR KNOWLEDGE/NON-DISCLOSURE:

Arising from **Pollution Conditions** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

H. COST TO CONFIRM A RELEASE FROM A STORAGE TANK SYSTEM:

For any costs, charges or expenses incurred to investigate or certify that a **Confirmed Release** has taken place.

I. COST TO REPAIR, REPLACE OR UPGRADE A STORAGE TANK SYSTEM:

For any costs arising out of the reconstruction, repair, replacement, upgrading or rebuilding of any **Storage Tank System** or for any other improvements, site enhancements or routine maintenance on, within or under the site at which **Storage Tank Systems** are located.

J. DIVESTED STORAGE TANK SYSTEMS OR SITES:

Arising from **Pollution Conditions** or **Confirmed Releases** which commence after the date that a covered **Storage Tank System**, or the site at which the **Storage Tank System** is located, is sold, given away, abandoned, or subleased, unless the sublease has been approved in writing by the underwriter prior to the commencement of the sublease.

K. STORAGE TANK SYSTEM CONTENTS:

1. Arising from physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**; or
2. Arising out of **Property Damage** due to physical injury, including but not limited to contamination, of the contents of a **Storage Tank System**; or
3. For any costs arising out of the removing, replacing or recycling of the contents of any **Storage Tank System**.

L. WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS

The **Insured** shall provide the Company with notice of **Confirmed Release**, **Claim** and **Pollution Conditions**, as follows:

1. In the event of a **Confirmed Release, Claim or Pollution Condition**, the **Insured** shall give written notice to:

Manager, Pollution Insurance Products Dept.
AIG Property Casualty Claims, Inc
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@aig.com

or other address(es) as substituted by the Company in writing.

2. The **Insured** shall give written notice of **Claims, a Confirmed Release or Pollution Conditions** as soon as possible, but in any event during the **Policy Period** or during the **Extended Reporting Period**, if applicable. Notice under all coverages shall include, at a minimum, information sufficient to identify the **Named Insured**, the **Storage Tank System**, the names of persons with knowledge of the **Pollution Conditions** and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the **Pollution Conditions**. The **Insured** shall forward the following to the Company as soon as possible:
 - (a) All reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the claimant(s) and available witnesses;
 - (b) All correspondence between the **Insured** and any third party Claimant, including but not limited to any **Implementing Agency**; and all demands, summonses, notices or other process or papers filed with a court of law, administrative agency, **Implementing Agency** or an investigative body; and
 - (c) Other information in the possession of the **Insured** or its hired experts which the Company reasonably deems necessary.

IV. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS

A. The Company's Rights

The Company shall have the right but not the duty to clean up or mitigate **Pollution Conditions** upon receiving notice as provided in Section III. of this Policy. Any sums expended in taking such action by the Company will be deemed incurred or expended by the **Insured** and shall be applied against the limits of liability and deductible under this Policy.

B. Duties of the Insured

The **Named Insured** shall have the duty to clean up **Pollution Conditions** to the extent required by **Environmental Laws**, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the **Named Insured**. The Company shall have the right but not the duty to review and approve all aspects of any such clean-up. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph.

V. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Claims, Claimants, Confirmed Releases, Pollution Conditions or Insureds** under this Policy, the following limits of liability apply:

A. Coverage A and B Aggregate

The Company's total liability for all **Loss** covered under Coverage A and **Clean-Up Costs** and **Corrective Action** covered under Coverage B shall not exceed the "Aggregate Limit" stated in Item 3 of the Declarations.

B. Each Incident Limit

Subject to Paragraph V.A. above, the most the Company will pay for all **Loss** and **Clean-Up Costs** and **Corrective Action** arising from the same, related or continuous **Pollution Conditions** is the "Each Incident" limit of coverage stated in Item 3 of the Declarations. "Each Incident" as used within this Policy shall mean each same, related or continuous **Pollution Condition**.

C. Related Claims

1. If the **Insured** first reports a **Claim**, **Confirmed Release** or discovers **Pollution Conditions** during the **Policy Period** and reports them to the Company in accordance with Section III., all continuous or related **Pollution Conditions** reported to the Company under a subsequent policy issued by the Company or its affiliate providing substantially the same coverages as this Policy shall be deemed to have been first discovered and reported during this **Policy Period** and shall be subject to the same Limit of Liability.
2. All **Claims** and reports of **Confirmed Releases** made during one or more policy periods issued by the Company or its affiliate providing substantially the same coverages, resulting in **Loss**, or **Clean-Up Costs** or **Corrective Action**, or in any combination thereof, and arising out of the same, or continuous or related **Pollution Conditions**, shall be considered one incident and will be subject to the same Limit of Liability. Such **Claims** or reports of **Confirmed Releases** shall be deemed first reported to the Company during the policy period in which the first such **Claim** or report of **Confirmed Release** was reported to the Company or an affiliate and will be subject to the Limit of Liability applicable to that policy period.

D. Deductible

Subject to Paragraphs V. A. and V. B. above, this Policy will pay **Clean-Up Costs**, **Corrective Action** or **Loss** in excess of the Deductible amount stated in Item 4 of the Declarations up to but not exceeding the applicable "Each Incident" limit of coverage.

The **Insured** shall promptly reimburse the Company for advancing any element of **Clean-Up Costs** or **Corrective Action** or **Loss** falling within the Deductible.

VI. CONDITIONS

- A. **Assignment** - This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- B. **Subrogation** - In the event of any payment under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the **Insured's** rights against any person or organization who caused **Pollution Conditions** on account of which the Company made any payment under this Policy. The **Insured** shall do nothing to prejudice the Company's rights under this Paragraph subsequent to **Loss**.

Any recovery as a result of subrogation proceedings arising out of the payment of **Loss**, **Clean-Up Costs** or **Corrective Action** covered under this Policy shall accrue first to the **Insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the

Policy; and then to the **Insured** to the extent of its Deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

- C. **Cooperation** - The **Insured** shall cooperate with the Company and offer all reasonable assistance in the investigation and defense of **Claims** under the applicable Coverages purchased. The Company may require that the **Insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **Insured's** attendance at meetings with the Company. The **Insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.
- D. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the Company to form a part of this Policy.
- E. **Voluntary Payments** - No **Insured** shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost.
- F. **Concealment or Fraud** - This entire Policy shall be void if, whether before or after **Clean-Up Costs** or **Corrective Action** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, including but not limited to, the description of the **Storage Tank System**, or the interest of the **Insured** therein.
- G. **Cancellation** - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when, not less than 60 days (10 days for nonpayment of premium or material misrepresentation by the **Insured**), thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.
 - 1. Material misrepresentation by the **Insured**;
 - 2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium when due;
 - 3. A change in operations at a facility containing a **Storage Tank System** during the **Policy Period** that materially increases a risk covered under this Policy.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- H. **Other Insurance** - If other valid and collectible insurance or funds from any **Tank Fund** are available to the **Insured** for **Loss**, **Clean-Up Costs** or **Corrective Action** covered by this Policy, the **Insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or fund documentation. The Company's obligations are limited as follows:

1. Except as set forth in subparagraph 3. of this Paragraph, this insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
 2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
 3. This insurance shall apply as excess insurance over any **Tank Fund**, provided that in the event of the receivership, insolvency, or inability to pay of any state fund or program, this insurance shall act as primary insurance. Where this insurance is excess, the Company will pay only its share of the amount of **Loss, Clean-Up Costs or Corrective Action**, if any, that exceeds the total amount available through the **Tank Fund**.
- I. **Right of Access and Inspection** - To the extent the **Insured** has such rights, any of the Company's authorized representatives shall have the right and opportunity but not the obligation to interview persons employed by the **Insured** and to inspect at any reasonable time, during the **Policy Period** or thereafter, the **Storage Tank System** or the site at which the **Storage Tank System** is located. Neither the Company nor its representatives shall assume any responsibility or duty to the **Insured** or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist the Company's representatives during any inspection.
 - J. **Access to Information** - The **Named Insured** agrees to provide the Company with access to any information developed or discovered by the **Insured** concerning **Loss, Clean-Up Costs or Corrective Action**, or **Pollution Conditions** covered under this Policy, whether or not deemed by the **Insured** to be relevant to such **Loss, Clean-Up Costs or Corrective Action**, or **Pollution Conditions** and to provide the Company access to interview any **Insured** and review any documents of the **Insured**.
 - K. **Representations** - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations, the Application and, if applicable, the Report/Worksheet are their warranties, agreements and representations, that this Policy is issued in reliance upon the truth of such warranties, agreements and representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.
 - L. **Action Against Company** - No third-party action shall lie against the Company, unless as a condition precedent thereto there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

- M. Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, may be submitted to the American Arbitration Association ("AAA") under and in accordance with the United States Arbitration Act (9 U.S.C.) and the then prevailing commercial arbitration rules of the AAA. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

Any party may commence such arbitration proceeding and the arbitration shall be conducted in the **Insured's** state of domicile. The arbitrators shall give due consideration to the general principles of the law of the **Insured's** state of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.

- N. Choice of Law** - In the event that the **Insured** and the Company dispute the validity or formation of this Policy or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** and the Company agree that the law of the State of New York shall apply.
- O. Acknowledgment of Shared Limits** - By acceptance of this Policy, the **Named Insureds** understand, agree and acknowledge that the Policy contains an **Aggregate Limit** that is applicable to, and will be shared by, all **Named Insureds** and all other **Insureds** who are or may become insured hereunder. In view of the operation and nature of this shared **Aggregate Limit**, the **Named Insureds** and all other **Insureds** understand and agree that prior to filing a **Claim** or reporting a **Confirmed Release** under the Policy, the **Aggregate Limit** may be exhausted or reduced by prior payments for other **Claims**, **Clean-Up Costs** or **Corrective Action** under the Policy.

VII. EXTENDED REPORTING PERIOD FOR CLAIMS

The **Named Insured** shall be entitled to an **Automatic Extended Reporting Period**, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an **Optional Extended Reporting Period** for any Coverages terminated, upon termination of coverage as defined in Paragraph B.3. of this Section. Neither the **Automatic** nor the **Optional Extended Reporting Period** shall reinstate or increase any of the **Limits of Liability** of this Policy.

A. Automatic Extended Reporting Period

Provided that the **Named Insured** has not purchased any other insurance to replace this insurance and which applies to a **Claim** or a **Confirmed Release** otherwise covered hereunder, the **Named Insured** shall have the right to the following: a period of six (6) months following the effective date of such termination of coverage in which to provide written notice to the Company of a **Claim** first made during the **Policy Period** or **Automatic Extended Reporting Period** and first reported within the **Automatic Extended Reporting Period**, or **Confirmed Release** first reported within the **Automatic Extended Reporting Period**.

A **Claim** first made during the **Policy Period** or **Automatic Extended Reporting Period** and first reported within the **Automatic Extended Reporting Period**, or **Confirmed Release** first reported within the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** or **Confirmed Release** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy. No part of the **Automatic Extended Reporting Period** shall apply if the **Optional Extended Reporting Period** is purchased.

B. Optional Extended Reporting Period

The **Named Insured** shall be entitled to purchase an **Optional Extended Reporting Period** upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

1. A **Claim** first made during the **Policy Period** or during the **Optional Extended Reporting Period** and first reported during the **Optional Extended Reporting Period**, or a **Confirmed Release** first reported within the **Optional Extended Reporting Period**, if purchased in accordance with the provisions contained in Paragraph 2. below, will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** or **Confirmed Release** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy.
2. The Company shall issue an endorsement providing an **Optional Extended Reporting Period** of up to forty (40) months from termination of coverage hereunder for all **Storage Tank Systems**, or for a **Storage Tank System** located at a specific facility, provided that the **Named Insured**:
 - (a) makes a written request for such endorsement which the Company receives within sixty (60) days after termination of coverage as defined herein; and
 - (b) pays when due an amount equal to the premium for the **Optional Extended Reporting Period** plus any premium for the **Policy Period** which is owed and has not yet been paid. If these premiums are paid when due, the **Extended Reporting Period** may not be cancelled, provided that all other terms and conditions of the Policy are met.
3. Termination of coverage occurs:
 - (a) at the end of the **Policy Period**, or
 - (b) at the time the Policy or renewal policy becomes effective with a decrease in the limit of liability, a reduction of coverage, an increased deductible or self-insured retention, new exclusion or any other change in coverage less favorable to the **Insured**.
4. The **Optional Extended Reporting Period** is available to the **Named Insured** for not more than 100% of the policy premium of this Policy.

VIII. DEFINITIONS

- A. **Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress sustained by any person including death resulting therefrom.
- B. **Claim** means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of the **Insured** for **Loss**.
- C. **Clean-Up Costs** means:

Reasonable and necessary expenses for the investigation, removal or remediation of **Pollution Conditions** including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

- (a) To the extent required by **Environmental Laws**; or
- (b) That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

Clean-Up Costs also include **Restoration Costs**.

- D. **Confirmed Release** means **Pollution Conditions** from a **Storage Tank System**, including those from an overflow of a **Storage Tank System**, that has been investigated and confirmed by or on behalf of the **Insured** during the **Policy Period** through a system tightness test, site check, or other procedure approved by the **Implementing Agency** in accordance with **Environmental Law**.
- E. **Corrective Action** means:
 - 1. Reasonable and necessary costs for response, abatement, investigative, and removal actions resulting from a **Confirmed Release** as legally required by Subpart F of the federal underground storage tank regulations, 40 C.F.R. 280.60 through 280.66, and 280.72, or as legally required by other applicable federal regulations or by other applicable regulations promulgated by a state under an underground storage tank program approved by the United States Environmental Protection Agency in accordance with Section 9004 of the Resource Conservation and Recovery Act of 1976, as amended;
 - 2. Reasonable and necessary costs for the cleanup, pursuant to a written order from the **Implementing Agency** and with the prior written approval of the Company, of **Pollution Conditions** in soil or groundwater due to a **Confirmed Release**, including the preparation, development, modification and implementation of a "corrective action plan" as defined in 40 C.F.R. 280.66, and the monitoring, evaluation and reporting of the results of the implementation of such plan.
- F. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.
- G. **Extended Reporting Period** means either the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **Claims** or **Confirmed Releases** following termination of coverage, as described in Section VII. of this Policy.
- H. **Implementing Agency** means the Federal Environmental Protection Agency or a state or local agency having jurisdiction pursuant to **Environmental Laws**.
- I. **Inception Date** means the first date set forth in Item 2 of the Declarations.
- J. **Insured** means the **Named Insured**, and any past or present director, officer, partner or employee thereof, including a temporary or leased employee, while acting within the scope of his or her duties as such.
- K. **Insured Contract** means a contract or agreement submitted to and approved by the Company, and listed on a Scheduled Insured Contract Endorsement to this Policy.
- L. **Loss** means, under the applicable Coverages:

1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury** or **Property Damage**; or
 2. **Clean-Up Costs** or **Corrective Action**.
- M. **Named Insured** means the person or entity named in Item 1 of the Declarations acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the **Extended Reporting Period** clause.
- N. **Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
1. Cancellation of this Policy; or
 2. With respect to particular **Storage Tank System(s)**:
 - (a) the deletion or addition of such **Storage Tank System** from this Policy by the Company at the **Named Insured's** written request, but solely with respect to that **Storage Tank System**.
 - (b) the sale, giving away or abandonment of a **Storage Tank System**, or the sub-leasing of such **Storage Tank System**, unless the sub-lease has been approved in writing by the Company prior to the commencement of the sub-lease.
- O. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.
- P. **Property Damage** means:
1. Physical injury to or destruction of tangible property of parties other than the **Insured** including the resulting loss of use thereof;
 2. Loss of use of tangible property of parties other than the **Insured** that has not been physically injured or destroyed;
- Property Damage** does not include **Clean-Up Costs** or **Corrective Action**.
- Q. **Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any owner or operator of a **Storage Tank System**, or any officer, director or partner of the **Named Insured**.
- R. **Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs** or **Corrective Action**. However, such **Restoration Costs** shall not exceed the net present value of such property prior to incurring **Clean-Up Costs** or **Corrective Action**. **Restoration Costs** do not include costs associated with improvements or betterments.

- S. **Storage Tank System** means a stationary tank or tanks owned or operated by the **Insured** and shown in Item 5 of the Declarations. **Storage Tank System** includes any on site integral piping or dispensing equipment, ancillary equipment and containment system associated with the tanks.
- T. **Tank Fund** means any state storage tank trust fund, state administered insurance program, or restoration funding for **Storage Tank Systems** whose owners qualify for reimbursement, or any self insurance fund established for the purpose of funding **Clean-Up Costs** or **Corrective Action for Pollution Conditions** from a **Storage Tank System**.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:

Manager, Pollution Insurance Products Dept.
AIG Property Casualty Claims, Inc
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@aig.com

Date of Notice: _____

NAMED INSURED: _____ Telephone: () _____
Contact: _____

ADDRESS OF INSURED: _____

BROKER NAME: _____ Telephone: () _____
Contact: _____

BROKER ADDRESS: _____

POLICY INFORMATION:

Policy Number: _____

Policy Period: From: _____ To: _____

Loss Information:

Loss Location: _____

Date & Description of Loss: _____

For AIG Use Only:

Date Claim Notice Received: _____

Date of Claim: _____

Company/Person Filing Suit (if applicable): _____

NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.

FORMS SCHEDULE

Named Insured: City Of Key West
C/O Risk Management

Policy Number: 004808661

Effective 12:01 AM: 10/01/14

<u>Form Name</u>	<u>Form Number/ Edition Date</u>
C&I Storage Tank 3rd Party Liability Decpage	81206(08/09)
Table of Contents	83115(10/03)
C&I Storage Tank 3rd Party Liability Policy	81106(08/09)
Notice of Loss/Notice of Claim	91968(12/06) CI2940
Site Schedule	81029(02/13)
Schedule of Covered Storage Tank Systems	81017(10/02)
Separation of Insureds Endorsement	81026(06/10)
Limitation of Loss for Cert. Acts of Terrorism	81290(12/02)
Gaining the Ultimate Value-Added Advantage Through AIG 111209	(07/13)
Economic Sanctions Endorsement	89644(06/13)
Dedicated Limits Endorsement	87408(12/06)
Florida Surcharge Endorsement	94191(03/07)
Florida Cancellation/Nonrenewal Endorsement	76105(06/10)
Florida Amendatory Endorsement	83111(05/10)
Florida Addendum To The Declarations	74825(08/09)
Florida Notice of Loss Control Services	90231(08/13)

ENDORSEMENT

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

AIG ENVIRONMENTAL® STORAGE TANK

THIRD-PARTY LIABILITY AND CLEAN-UP COSTS POLICY

SITE SCHEDULE

<u>Site#</u>	<u>Facility Name/Address, City, State, Zip</u>
1	Key West Pump Station E Government Rd Key West, FL 33040
2	Key West Pump Station D Thompson & Seminary St Key West, FL 33040
3	Key West City-WWTP Trumbo Point Annex Fleming Key Key West, FL 33040
4	City Of Key West Lift Station 250 Amelia St Key West, FL 33040
5	Key West Public Safety & Fire Station 1600 N Roosevelt Blvd Key West, FL 33040
6	Key West City-Police Dept 1604 No. Roosevelt Rd Key West, FL 33040
7	City of Key West Transfer Station 141 Overseas Highway Key West, FL 33040

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

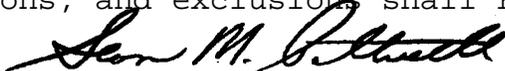
It is agreed that any previous Schedule of Coverage Storage Tank Systems is deleted in its entirety and replaced with the following:

The following Storage Tank System(s) are included in Item 5. COVERED STORAGE TANK SYSTEM(S) of the Declarations, subject to all of the terms and conditions of the Policy and the Policy Period and Retroactive date indicated below. If no dates are indicated below for Policy Period for a subject Storage Tank System, the dates indicated in Item 2. Policy Period of the Declarations shall apply. If no date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations shall apply. If a Policy Period is indicated below for a subject Storage Tank System, Item. 2 Policy Period of the Declarations is deleted in its entirety and replaced with the Policy Period, below, for such Storage Tank System. If a date is indicated below for Retro Date for a subject Storage Tank System, the date indicated in Item 6. Retroactive Date of the Declarations is deleted in its entirety and replaced with Retro Date, below, for such Storage Tank System.

Site* #	Tank #	AST/ UST	Install Date	Capacity (Gal.)	Tank Const.	Effective Date	Expiration Date	Retro Date
1	1	AST	1997	550		10/01/14	10/01/15	1/01/97
2	1	AST	1997	550		10/01/14	10/01/15	1/01/97
3	1	AST	1997	10,000		10/01/14	10/01/15	1/01/97
4	1	AST	1987	450		10/01/14	10/01/15	3/25/94
5	1	UST	1998	2,500	DWC	10/01/14	10/01/15	1/01/98
6	1	UST	2002	5,000	DWC	10/01/14	10/01/15	10/01/03
7	1	AST	2009	2,000		10/01/14	10/01/15	5/22/09
7	2	AST	2009	250		10/01/14	10/01/15	5/22/09
7	3	AST	2009	875		10/01/14	10/01/15	7/20/09

*Site#, name and address are located within the Site Schedule attached to the Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature(in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

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SEPARATION OF INSUREDS CONDITION ENDORSEMENT

It is agreed that the Policy is amended by the addition of the following condition to Section VI. **CONDITIONS:**

Separation of Insureds - It is agreed that except with respect to the Limit of Liability, Section II. E. (Insured vs. Insured exclusion), and any rights and duties specifically assigned to the first **Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **Named Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one **Named Insured** shall not prejudice the interest of coverage for another **Named Insured** under this Policy. Provided, however, that this Condition shall not apply to any **Named Insured** who is a parent, subsidiary or affiliate of the first **Named Insured**.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF LOSSES FOR CERTIFIED ACTS OF TERRORISM

Our liability for loss, injury, damage, claim or suit, arising directly or indirectly as a result of or in connection with a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 (the Act), and any revisions or amendments, is limited by Section 103. Terrorism Insurance Program, of the Act.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

Gaining the Ultimate Value-Added Advantage Through AIG Environmental

Insured:

City Of Key West

Policy #: C/O Risk Management

Effective Date: 004808661

10/01/14

Thank you for purchasing your environmental insurance policy through AIG Environmental!

At AIG Environmental, we enhance the coverage of every environmental insurance policy by providing insureds complimentary access to the following tools and programs to help manage environmental risk, mitigate environmental loss, and conduct loss control:

PIER (Pollution Incident and Environmental Response)[®]

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents, including indoor air quality issues such as mold and Legionella pneumophila. Rates are pre-negotiated, thus helping insureds to minimize or mitigate loss associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

- To access the right resources to respond to an environmental incident, call 1-877-PIER-NOW (743-7669) and speak with a representative regarding the nature of your incident

Claims Expertise

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

- Report your claim by sending a fax to 866-260-0104 or emailing SeverityFNOL@aig.com.

GLP RiskTool System[®]

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk." By supporting on-line management and tracking of EH&S issues and providing templates, GLP RiskTool System presents a turnkey approach to establish your own EH&S program.

- Register for GLP RiskTool System by visiting www.risktool.com. All you need is your environmental insurance policy number.

Transportation Loss Control Programs

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

- To learn more, contact environmental@aig.com.

Environmental Portal

Portal is a secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios. Policyholders can check the status of coverage requests 24/7, upload and download policy-related reports and documents, and more.

- Register for Environmental Portal by visiting www.aig.com

AIG Environmental is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

Thank you,



Lana Fulton Keppel
Environmental Division Executive



ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA SURCHARGES ENDORSEMENT

Notice: In addition to the premium due under this policy, the following Florida surcharges are payable under this policy:

Florida Hurricane Catastrophe Fund Surcharge	\$	27.45
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All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "named Insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under this policy.

It is agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
 - 1. A material misstatement or misrepresentation; or
 - 2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- a) Nonpayment of premium;
- b) The policy was obtained by a material misstatement;
- c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;
- d) There has been a substantial change in the risk covered by the policy; or

ENDORSEMENT NO. (CONTINUED)

e) The cancellation is for all insureds under such policies for a given class of Insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for the cancellation, at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B.2. (a) above; or
2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B.2. (b), (c), (d), or (e) above.

B.3. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The following is added:

C.1. Non-Renewal

- (a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.
- (b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2. Renewal

The Insurer shall give the Named Insured at least forty-five (45) days advance written notice of the renewal premium.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STORAGE TANK PROGRAM
FLORIDA AMENDATORY ENDORSEMENT**

The Policy is amended as follows:

Section VI. **CONDITIONS**, Paragraph K. **Representations**, is deleted in its entirety, and replaced with the following:

- K. Representations** - By acceptance of this Policy, the **Named Insured** agrees that the statements in the Declarations, the Application and, if applicable, the Report/Worksheet are their agreements and representations, that this Policy is issued in reliance upon the truth of such agreements and representations and that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

Section VI. **CONDITIONS**, Paragraph M. **Arbitration**, is deleted in its entirety, and replaced with the following:

- M. Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, may be submitted to the American Arbitration Association ("AAA") under and in accordance with the United States Arbitration Act (9 U.S.C.) and the then prevailing commercial arbitration rules of the AAA. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute.

Any party may commence such arbitration proceeding and the arbitration shall be conducted in the **Insured's** county of domicile. The arbitrators shall give due consideration to the general principles of the law of the **Insured's** county of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.

Section VI. CONDITIONS, Paragraph N. Choice of Law, is deleted in its entirety, and replaced with the following:

- N. **Choice of Law** - In the event that the **Insured** and the Company dispute the validity or formation of this Policy of the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** and the Company agree that the law of the State of Florida shall apply.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

FLORIDA ADDENDUM TO THE DECLARATIONS

If you have questions about your insurance policy, or questions about claims relating to your insurance policy, please contact your insurer at the following:

**Chartis
175 Water Street
New York, NY 10038
212 458 5000**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 10/01/14

Forms a part of Policy No.: 004808661

Issued to: City Of Key West
C/O Risk Management

By: Commerce and Industry Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA NOTICE OF LOSS CONTROL SERVICES

Pursuant to Florida Administrative Code ("FAC") 690-166.040, we would like to inform you of the risk management programs that we have developed and that are available to you.

For your consideration, we offer the services of AIG PC Global Services, Inc. With more than 25 years experience and expertise in assisting with the prevention and mitigation of losses, AIG PC Global Services, Inc. can help address a range of problems related to loss control in various lines of business. Certain risk management programs are available to you, free of charge, as part of your commercial insurance coverage; contact your insurance broker for more details on these plans. Other, more substantive risk management programs can be purchased which include, but are not limited to the following services: surveys/analysis for identifying exposures related to your specific operations, safety management training and counseling for your staff, adoption of relevant testing strategies, and evaluations of current loss control practices.

Upon your written request, we could provide you with specific guidelines for risk management programs as established by FAC 690-166.040. Such guidelines would provide instructions and offer basic criteria to assist you in creating your own risk management plan. Should you request such guidelines and, subsequently, wish to further explore the purchase of a risk management plan, developed by AIG PC Global Services, Inc., which is specific to your company's needs, we would be willing to discuss with you both the availability of such a plan, and if available, its specific content and cost.

Again, we welcome all inquiries regarding the services of AIG PC Global Services, Inc.

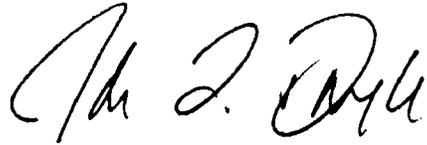
POLICY SIGNATURE PAGE

This Policy Signature Page,
forms a part of Policy No: 004808661

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Secretary
Commerce and Industry Insurance Company



President
Commerce and Industry Insurance Company

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.



Authorized Representative



Storage Tank Third Party Liability
TankGuard® Renewal Warranty

NAMED INSURED: City Of Key West
C/O Risk Management
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL004808661
POLICY PERIOD: 10/01/14 to 10/01/15

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

() \$1 million/\$1 million () \$1 million/\$2 million () \$2 million/\$2 million (x) OTHER: \$1 mil / \$10 Mil Aggregate

DEDUCTIBLE DESIRED: (each incident)

() \$5,000 () \$10,000 (x) \$25,000 () \$50,000 () \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.

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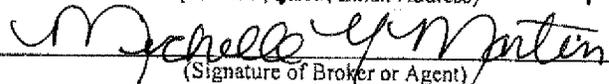
Renewal Warranty Acknowledgement

APPLICANT:  NANCY S. KIEIMAN BROKER: Risk Management Associates Inc DBA
(Signature) FINANCE DIRECTOR (Firm) Public Risk Insurance Agency

APPLICANT: City Of Key West PO Box 2416
C/O Risk Management Daytona Beach, FL 32115-
(Print Name) (Street Mailing Address)

DATE: 6/23/14 Michelle Martin
(Contact Person)

386-239-4059/386-239-4049/MBLAKE
(Phone #, Fax #, Email Address) ©BBR07.com


(Signature of Broker or Agent)

L018706
(License Number and State)

0592445801
(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully complete renewal application within thirty (30) days of the policy expiration date. Please visit our website www.policymanagers.com to download the application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES

CHARTIS

INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE AND VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: CITY OF KEY WEST
Policy Number: SRG 0009138108-A

BLANKET ACCIDENT INSURANCE

Policy Amendment No. 1

This Policy Amendment is attached to and made part of the Policy effective October 1, 2014 at 12:01 AM, Standard Time at the address of the Policyholder. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

It is hereby understood and agreed that this policy is renewed for the period commencing October 1, 2014 and ending October 1, 2015.

Renewal Premium Due: \$5,800.74

It is hereby understood and agreed that form C1169DBG (Rev. 12/12)- FL Master Application for Blanket Accident Insurance Policy is replaced with an updated C11696DBG (Rev. 12/12)-FL Master Application for Blanket Accident Insurance Policy. (See Attachment)

It is hereby understood and agreed that form S30399DGB-FL Injury Definition and Exclusions Amendatory Endorsement, Page 1, Exclusions Section, Exclusion Number 3., is amended to read as follow:

3. the Insured's commission of or attempt to commit a crime.

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for an accident insurance policy based on the following statements and representations:

1. Identification of Policyholder:

Name of Policyholder: City of Key West

Address of Policyholder: 3132 Flagler Avenue, Key West, FL 33040

Policy Number: SRG 0009138108-A

2. Classification of Eligible Persons:

Class	Description of Class
I	All full-time Law Enforcement Officers of the Policyholder.
II	All full-time Firefighters of the Policyholder.
III	All volunteer Firefighters of the Policyholder.
IV	All Administrative, Clerical and Dispatchers of the Policyholder.

Number of Eligible Persons: To Be Determined

3. Policy Coverage:

A. **Covered Activities:** While performing the duties of the Insured's job.

B. **Benefit Schedule:**

CLASS I, II, III & IV

Accidental Death Benefit Provided Not Provided
Maximum Amount: \$70,700

a) If an Insured is killed while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$70,700 will be paid.

b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$199,980 will be paid

Accidental Dismemberment Benefit Provided Not Provided
 Maximum Amount: \$70,700

- a) If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$70,700 will be paid
- b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$199,980 will be paid.

Florida Statutory Burial Benefit
 Maximum Amount: \$1,000

Florida Day Care Benefit
 Maximum Amount per year: \$2,000

Florida Statutory Medical Continuation Benefit
 Overall Maximum Benefit Amount: \$5,000

Florida Education Benefit
 Maximum Amount per school year: \$2,000

Weekly Accident Indemnity Benefit
 Weekly Maximum Amount: \$100
 Maximum Number of Weeks: 52 Weeks

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

CLASS(ES) I, II, III & IV

FORM NO.	DESCRIPTION
S30399DBG-FL	Injury Definition and Exclusions Amendatory Endorsement
S30404DBG-FL (Rev. 8/12)	Florida Statutory Benefit Endorsement
S30405DBG-FL	Florida Annual Accidental Death Benefit Adjustment Rider

S30576DBG-FL	Weekly Accident Indemnity Rider
S30587DBG-FL	Florida Statutory Burial Benefit Rider
S30588DBG-FL	Florida Day Care Benefit Rider
S30589DBG-FL	Florida Statutory Medical Continuation Rider
S30590DBG-FL	Florida Education Benefit Rider
89644 (7/05)	Coverage Territory Endorsement
U40002-FL	Important Consumer Service Information Regarding Your Insurance

4. **Premiums:**

It is hereby agreed and understood that the premium shall be \$5,800.74 per year.

Such premiums are due and payable in the following manner:
Yearly, on the policy effective date.

5. **Policy Effective Date:** October 1, 2014
6. **Policy Termination Date:** October 1, 2015

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent
(Where Required by Law)

(Print Name)

(Date)

(Agent License No.)

IMPORTANT CONSUMER SERVICE INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions or complaints, you may contact the insurance company issuing this insurance at the following address and telephone number:

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
Customer Service
Accident & Health Claims Department
P.O. Box 25987
Shawnee Mission, KS 66225-5987
1-800-551-0824

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

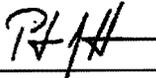
ENDORSEMENT

This endorsement, effective October 1, 2013 12:01 A.M. forms a part of SRG 0009138108-A issued to CITY OF KEY WEST by National Union Fire Insurance Company of Pittsburgh, Pa.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

HIPAA Privacy Notice AIG Property Casualty

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND
DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.**

About this Notice

You are receiving this notice because you have insurance under an individual or group Accident and Health (A&H) policy from one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. (collectively, the "AIG Companies" or "we") listed at the end of this notice.

If the A&H insurance policy you have does not provide payment for the cost of medical care, then this Health Insurance Portability and Accountability Act (HIPAA) Notice does not apply to you. In that case, the AIG Property Casualty Privacy and Data Security Notice you also received from us describes our privacy practices and your rights under state laws related to personal health and other personal information we may have collected about you in the course of conducting business with you.

If the A&H insurance policy you have provides payment for the cost of medical care, the AIG Property Casualty Privacy and Data Security Notice applies and the Health Insurance Portability and Accountability Act requires us to send you this additional notice of our obligations and your rights, under federal law.

Our Duties

We are required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the practices related to privacy described in this notice, we will provide you with a revised notice by mail.

Your Individual Rights

With respect to protected health information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures by law. However, we are not required to agree to a requested restriction except for a request for a restriction to your protected health information where you have paid for the cost of the health care item or service in full and disclosure is not otherwise required by law;
2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
3. The right to inspect and copy your protected health information in our records, in either hard copy or electronic form to the extent that we maintain such records electronically, except:
 - for psychotherapy notes;
 - for information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
 - for protected health information that is subject to a law prohibiting access to that information; or
 - if the protected health information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a licensed health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law;

4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of your medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;
5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:

- to carry out payment and health care operations as provided below;
 - for notification purposes, as provided by law;
 - for national security or intelligence purposes, as provided by law;
 - to correctional institutions or law enforcement officials, as provided by law; or
 - that occurred prior to April 14, 2003;
6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically; and
7. The right to be notified of a breach of unsecured protected health information. Unsecured protected health information means protected health information that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services.

Uses and Disclosures of Protected Health Information

Under federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- Treatment. We do not provide treatment.
- Payment. Payment refers to activities involving the collection of premium and payment of claims. Examples of uses and disclosures under this section include: (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- Operations. Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include: (1) using protected health information for the purpose of underwriting and calculating premium rates; (2) using protected health information to perform legal, actuarial, and auditing services; (3) disclosing protected health information when responding to complaints; and (4) use of protected health information for general data analysis and long term management and planning. We do not use protected health information that is genetic health information for underwriting purposes. Genetic information includes information concerning the manifestation of a disease or condition of a family member while information about a condition or a disease pertaining to a specific individual is not genetic information.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

- to you, as the covered individual;
- to a personal representative designated by you to receive protected health information or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required for law enforcement purposes; or
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all-inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

We do not use protected health information for fundraising activities, however, if we were to do so, you would be provided with the right to opt out of any such use.

We will not use your protected health information for any of the following activities without obtaining your prior written authorization:

- Marketing activities using protected health information;
- Any disclosure that constitutes a sale of protected health information; or
- The use or disclosure of psychotherapy notes.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

Complaints Regarding Your Privacy Rights

If you believe your privacy rights have been violated, you may contact the Secretary of Health and Human Services or you may file a complaint in writing with us at the address below. Federal law prohibits us from retaliating against you for filing such a complaint.

Contact Us

For information regarding any matter covered by this notice, please contact:

**Chief Privacy Officer
AIG Property Casualty
175 Water Street, 15th Floor | New York, N.Y. 10038
Phone: 1-866-244-4786
E-mail: CIPrivacy@aig.com**

Effective Date

The effective date of this notice is September 23, 2013.

The AIG Companies include: American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.

AIG Property Casualty U.S. Privacy and Data Security Notice

About This Notice

This Privacy and Data Security Notice applies only to your Personal Information (see definition below) obtained by one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. listed at the end of this notice (collectively, the "AIG Companies" or "we") in connection with the products or services one of those companies provided primarily for your personal, family, or household purposes in connection with which you are receiving this notice.

The AIG Companies have established practices, procedures and system protections that are designed to help protect the privacy and security of Personal Information that we collect in the course of conducting our business. This notice outlines how we collect, handle, and disclose Personal Information about you.

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you personally. Examples of Personal Information include, but are not limited to, a first and last name, a home or other physical address, an email address, a financial account or credit card number, a driver's license number, and information on your physical condition or health status.

I. Information Privacy

We may collect Personal Information from applications, enrollment forms, in claims processing, or in your other interactions with us and with our Affiliates. We may also collect Personal Information from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information only in accordance with applicable laws or regulations, whether we collect it in response to your request for a product or service from us or otherwise.

Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

With our Affiliates:

Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

We may share your Personal Information, including Personal Information of a health nature, with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

With Non-Affiliates:

We may share your Personal Information, including Personal Information of a health nature, with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

We may also enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share Personal Information with either Affiliates or Non-Affiliates in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

II. Data Security

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those persons who have a business need to use your Personal Information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards designed to protect your Personal Information in compliance with federal and state privacy and information security laws. Non-Affiliates that assist us in servicing insurance policies or who enter into joint marketing agreements with us are required to take measures to maintain the security of your Personal Information in compliance with federal and state privacy and information security laws.

III. Maintaining Personal Information

We also maintain procedures to ensure that the Personal Information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer
AIG Property Casualty
175 Water Street 15th Floor New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@aig.com**

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we cannot grant your request to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority. We will continue to monitor our practices in order to protect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

We may change this Privacy and Data Security Notice from time to time, and if particular changes are required by law to be communicated to you, we will do so.

The AIG Companies include: American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.