

## PROFESSIONAL SERVICES FOR SPONSORSHIP FACILITATION AGREEMENT

This agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") and sets forth the terms and conditions between Instigo ("Instigo"), a Florida Corporation located at 7901 4<sup>th</sup> Street, North Suite 300, St. Petersburg, Florida 33702 and the City of Clearwater, Florida ("City"), located at Post Office Box 4748, Clearwater, FL 33758-4748 with respect to Sponsorship and Naming Rights Services to be provided by Instigo in connection with the marketable opportunities associated with the City's owned marketable assets, including, without limitation, parks and recreation facilities (collectively referred to as "Property" or "Properties"), programs and special events (collectively referred to as Events), and certain vehicles and equipment (collectively referred to as "Assets"). Throughout this Agreement, Instigo and the City shall be referred to individually as a "Party" and collectively as "The Parties." For purposes of this Agreement, reference to City shall also include its affiliate entities that will be entering into Sponsorship Agreements (defined in Section 2) pursuant to this Agreement.

WHEREAS, the City owns certain properties and assets located within and throughout the City's Urban Service Area (USA) boundaries whether incorporated or unincorporated property; and

WHEREAS, the City has the right to sell sponsorships and associated rights to any City-owned Property, Event, and/or Asset; and

WHEREAS, Sponsor desires to acquire sponsorship partners who will purchase City Assets, as more fully set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. **Services:**

During the Term (defined in Section 4), the City hereby retains Instigo to serve as the exclusive sponsorship and naming rights representative of the City with respect to the sale of sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Properties and Assets ("Services"). The scope of Services and available assets will be negotiated and agreed upon with City of Clearwater representative.

### 2. **Sponsor/Sponsorship Agreement:**

Each entity secured by Instigo that subsequently enters into a "Sponsorship Agreement" (defined below) with the City shall be referred to as a "Sponsor." If any entity, including any charitable corporate foundation related to any Sponsor, elects to make a contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed consideration in connection with the Assets. Those contracts or agreements, including renewals, extensions and modifications thereof, by which any party enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets are hereby referred

to as "Sponsorship Agreements."

**3. Authority to Bind:**

Instigo Agency agrees that Instigo shall not have any right to bind or commit the City in any way. Any arrangement or understanding binding the City, or by which any Sponsor obtains any rights or benefits in connection with the Assets and the City, shall be set forth in a written agreement approved by the City and executed by the City and the Sponsor involved. The City shall provide Instigo with a copy of this agreement and any modification or renewal thereof affected at any time.

**4. Term:**

One year from the executed date of the contract with four, one year renewal options. Renewal must be mutually agreed upon in writing before the end of each contracted year.

**5. Consideration:**

- 5.1. \$5,000 per month retainer commencing on the start of the contracted date. The first month's retainer shall be due and payable to Instigo upon execution of this Agreement. Instigo will invoice the City monthly for subsequent months.
- 5.2. 12 percent Commission on all approved sponsorship agreements negotiated and secured by Instigo. Commission to be based on gross sales revenue
- 5.3. If any retainer or commission payment is not received within thirty days of invoice or due date, it shall accrue interest at a rate of 1.5 percent per month until paid in full.
- 5.4. Any and all consideration, as stated in this Section 5, owed to Instigo pursuant to this Agreement that is derived from Sponsorship Income, and the City's obligation pay such consideration, shall survive the termination or expiration of this Agreement. The City's obligation to pay any Professional Services Fee and Retainer payments shall also survive the termination or expiration of this Agreement, in the event that such payments have not been paid upon the termination or expiration of this Agreement.
- 5.5. Agreement to scope of services outlined in Exhibit A.

**6. Sponsorship Income:**

6.1 As used herein, "Sponsorship Income" shall mean all amounts paid or payable by or on behalf of any entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the City and the Assets, regardless of whether such amounts are paid during the Term hereof or during any period following the last day of the Term, pursuant to:

- a. Any Sponsorship Agreement which is executed with a Sponsor during the Term of this Agreement;
- b. Any Sponsorship Agreement which is executed within 12 months following the expiration or termination of the Term hereof with any entity that was previously solicited by Instigo to become a Sponsor and with which Instigo had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and
- c. Any renewal, extension, or modification of any Sponsorship Agreement described in subsections 6.1(a) or 6.1(b) above.

- 6.2 If any entity set forth in Section 6.1 shall provide the City with any "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Income" and shall be commissionable to Instigo at the rate described in Section 5 above. In-kind consideration shall be valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, at the fair market value thereof.

**7. Collection of Sponsorship Income:**

The City shall be solely responsible for and shall directly collect all Sponsorship Income. The City will remit any commission owed on Sponsorship Income to Instigo within 30 days of receipt of Sponsorship Income. Any payments shall be made by check payable to "The Instigo Agency" at the address set forth herein. Instigo shall supply the City with a report of sponsors who have signed agreements including their terms and amounts and City will update the report when payments have been received.

**8. Exclusivity:**

- 8.1. Instigo shall serve as the exclusive naming rights and sponsorship valuation and sales agent of the City to value and sell sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, hospitality, or any other rights, benefits, or recognition, in whole or in part, in connection with the Properties and/or Assets during the Term of this Agreement. This does not relinquish the City's ability to find and secure partners for other events and activities throughout the year among the multiple departments.
- 8.2. Notwithstanding the foregoing, for any existing Sponsorship Agreements secured by third parties prior to the Effective Date, Instigo shall be entitled to commissions under Section 5 on any upsell, expansion, additional revenue, renewal, or replacement generated with such sponsors, provided such transaction is structured as a wholly new and separate Sponsorship Agreement that is materially different from the original agreement (including, without limitation, substantial additions or changes to the scope of rights, Assets or Properties involved, financial terms, duration, or benefits granted). To qualify as materially different, the new Sponsorship Agreement must include significant new value or obligations not contemplated in the original agreement. Such new agreements shall not be deemed mere renewals, extensions, or modifications of prior agreements for the purposes of this Agreement. Instigo and the City shall collaborate in good faith to identify and define such distinct Assets or Properties and document the material differences to maximize revenue opportunities while ensuring the new agreement qualifies as independent under this section.
- 8.3. Additionally, the City, its staff, or affiliates may, at their sole discretion and at any time during the Term, refer any lead or opportunity related to the Properties and/or Assets to Instigo for negotiation, management, and closure. If the City elects to make such a referral and Instigo subsequently secures and executes a Sponsorship Agreement from that lead, Instigo shall be entitled to the full 12 percent commission under Section 5 on all resulting Sponsorship Income, regardless of the original source of the lead. The Parties agree to collaborate in good faith on any referred leads. At any time during the Term, the Parties may, upon mutual agreement, define a voluntary process for lead referrals (including suggested timelines not to exceed five business days for initial response) in writing. For clarity, the City retains the right to negotiate and close sponsorship opportunities directly without referral to Instigo, provided such opportunities do not otherwise infringe on Instigo's exclusivity as defined herein.

**9. Progress Meetings:**

Representatives of Instigo will make themselves available to meet with City Staff on a periodic basis to assess the progress of the Services, and at such time Instigo will provide the City with Instigo's opinions and recommendations in writing for obtaining a successful outcome for the naming rights and sponsorship sales.

**10. Record Keeping:**

Each Party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement. Each Party or its representatives shall have the right at all reasonable times (prior to the expiration of two years after the end of the Term) to inspect and make copies of the books and records of the other Party so far as such books and records shall relate to the computation of amounts to be paid to Instigo and the City hereunder.

**11. Partnership/Joint Venture:**

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the City and Instigo. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third person.

**12. Ownership of Proprietary Information:**

This Agreement does not constitute, and shall not be construed as constituting, the transfer or assignment of any proprietary information from Instigo to the City. Instigo shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.

**13. Intellectual Property Rights.**

This Agreement does not constitute, and shall not be construed as constituting, the transfer or assignment of any intellectual property between the Parties, unless set forth otherwise in this Agreement. The Parties shall retain ownership right, title, and interest to all intellectual property that they each owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.

**14. Indemnification:**

14.1 The City shall indemnify, save and hold harmless Instigo, its affiliates, their respective officers, directors, employees, shareholders, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, and liabilities ("Claims") arising out of, or in any way connected with:

- a. the negligent act or omission or willful misconduct of the City and its employees relating to this Agreement,
- b. the negligent or unlawful use of the Asset by, or activities of, the City and its employees, related to or connected with the City, or
- c. breach by the City of any representation or warranty of the City herein set forth.

In the event that Claims arise from the concurrent negligence of the City and Instigo, the duty to indemnify shall be limited to the extent of the negligence of the City and its employees.

Notwithstanding the foregoing, this Section 14 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 14 shall survive the termination or expiration of this Agreement. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, as may be amended, or be construed as consent by the City to the sued by third parties.

**15. Force Majeure:**

If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, acts of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party and shall be excused from performance of such obligation for a period of time equal to the period during which the force majeure event delays, prevents, prohibits, or materially impairs such performance. Notwithstanding the foregoing, a force majeure event does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult or expensive.

**16. Damages:**

Except in regard to Sections 15 and 16 of this Agreement, under no circumstance shall Instigo or the City be liable to the other Party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will, or exemplary or punitive damages. In addition, and without prejudice to the foregoing, Instigo's total liability to the City shall not exceed the total sums paid by the City under this Agreement in respect of the Services, and City's total liability to Instigo shall not exceed the total sums payable to Instigo under this Agreement.

**17. Transfer/Assignment:**

Neither Party shall assign or otherwise transfer this Agreement, nor any rights or obligations hereunder, except upon receipt of the prior express written approval of the other Party hereto.

**18. Governing Law and Venue:**

This Agreement shall be governed and construed according to the laws of the State of Florida without regard to conflict of laws. Any action brought by either Party shall lie only in Pinellas County Florida.

**19. Construction:**

Instigo and the City hereby acknowledge that both Parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted.

**20. Severability:**

The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect,

without being impaired or invalidated in any way.

**21. Survival:**

Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

**22. Waiver:**

No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**23. Entire Agreement:**

This Agreement, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.

**24. Amendment:**

This Agreement may be amended from time to time only upon a written agreement between the Parties.

**25. Counterparts.**

This Agreement may be executed in two or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument.

**26. Public Records:**

Instigo (hereinafter "contractor" in this Section 26 only) will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time, specifically to:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**727-562-4092**

**[Rosemarie.Call@mclearwater.com](mailto:Rosemarie.Call@mclearwater.com)**

**600 Cleveland Street, Suite 600**

**Clearwater, FL 33755**

Contractor shall comply with the following:

- a. Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service provided by the contractor hereunder.
- b. Upon request from the public agency's custodian of public records, provide the public agency

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

- c. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**27. E-Verify:**

Instigo and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Instigo will not enter into a contract with any subcontractor unless each Party to the contract registers with and uses the E-Verify system. Subcontractor must provide Instigo with an affidavit stating that subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Instigo shall maintain a copy of such affidavit. The City may terminate this contract for any violation of this Section 27. See Section 448.095, Florida Statutes (2020), as may be amended.

**28. Termination:**

- a. A Party will be in default if that Party:
  - i. is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects either Party's capability to perform under the Agreement;
  - ii. is the subject of a petition for involuntary bankruptcy not removed within 60 calendar days;
  - iii. conducts business in an illegal manner; or
  - iv. fails to carry out any term, promise, or condition of the Agreement.

In the event a Party is in default then the other Party may, at its option and at any time, provide written notice to the defaulting Party of the default. The defaulting Party will have 30 days from receipt of the notice to cure the default; the 30-day cure period may be extended by mutual agreement of the parties, but no cure period may exceed 90 days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting Party to provide notice of the default does not waive any rights under the Agreement.

- b. Licensor may terminate this License Agreement immediately, at will, in Licensor's sole discretion, with or without cause. This License Agreement may also be terminated at any time

- upon the mutual written agreement of Licensor and Licensee.
- c. The City may terminate this Agreement on the good faith belief that Licensee or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c). If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), Licensee may not be awarded a public contract for at least one year after the date of which this Agreement was terminated. Licensee is liable for any additional costs incurred by the City as a result of the termination of this Agreement See Section 448.095, Florida Statutes (2020).
  - d. The City may also terminate this Agreement if it is found that:
    - i. The Licensee fails to comply with any requirement of this Agreement; or
    - ii. The Agreement is deemed by the City to not be in the City's or the public's best interest.

Upon termination of this Agreement, the Parks & Recreation Department Director shall give written notice of such action by certified mail, return receipt requested, to the permittee at the address listed in this Agreement, stating the reason(s) for revocation. The revocation shall become effective 15 days following mailing of the notice.

**29. Insurance Requirements:**

Insurance Requirements are set forth in Exhibit B, which is incorporated by reference and attached hereto.

**IN WITNESS WHEREOF**, the Parties herein have executed and delivered this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2026.

Countersigned:

**CITY OF CLEARWATER, FLORIDA**

By: \_\_\_\_\_  
Bruce Rector  
Mayor

By: \_\_\_\_\_  
Jennifer Poirier  
City Manager

Approved as to form:

Attest:

By: \_\_\_\_\_  
Melissa Isabel  
Assistant City Attorney

By: \_\_\_\_\_  
Rosemarie Call  
City Clerk

By:

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Samson Oni  
Founder  
Instigo Agency

## **EXHIBIT A** **SCOPE OF SERVICES**

### **A. PROSPECT IDENTIFICATION**

Instigo draws upon its background in sponsorship sales and its proprietary database to outline prospective partners for each marketable opportunity. This database includes both category identification and major corporate partners within each category. In our experience, optimum revenue generation is attained when there is a comprehensive understanding of:

1. The inventory available; and
2. How that inventory aligns with the needs of potential partners.

Instigo's experience in identifying and documenting marketing rights, combined with our knowledge of (and relationships with) large corporations, will give the City the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

### **B. STRATEGIC SALES CAMPAIGN DEVELOPMENT**

#### **I. PROSPECTING**

- a. Collaborate closely with the City's leadership and development teams on recommendations they may have;
- b. Exhaust Instigo's contact database of thousands of corporate contacts, which is continually updated;
- c. Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets in Parks and Recreation and approved assets across the City.
- d. Promote sales campaign with a description of the City's initiatives through a myriad of resources;
- e. Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of sponsorship programs.

#### **II. NEGOTIATING AND COMPLETING AGREEMENTS**

Instigo will assist the City with finalizing and completing agreements with sponsors.

#### **III. CONTRACT FULFILLMENT**

Instigo will work with City staff to develop a system that accurately tracks the status of newly developed sponsorships to ensure all of the assets in sponsorship agreements have a plan towards fulfillment.

#### **IV. ACTIVATION AND AUDIT (TERM OF AGREEMENT)**

After delivery of a campaign agreement, Instigo will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Instigo will:

- a. Finalize agreement terms and conditions;
- b. Assist the City with the first year of activation of each sponsorship they have brokered.
- c. Provide other services as requested by the City.

#### **V. PROGRESS REPORTS**

- a. On a monthly basis Instigo is to provide City staff an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

- b. Instigo agrees to outlining benchmarks for success.
  - i. \$45,000 by the nine-month mark from contract execution in the first year of this contract.

## **VI. BENCHMARK TOLLING**

- a. The timelines for the revenue benchmarks listed above shall be based on the assumption that the Discovery Phase is completed prior to the Effective Date. If the City causes any delay in providing necessary data, approvals, or signatures required for Instigo to execute its contracted services, the revenue benchmark timelines shall be tolled (extended) day-for-day for the period of such delay.

## EXHIBIT B

**INSURANCE REQUIREMENTS.** Instigo shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review Instigo's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, Instigo must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three-year tail following the termination or expiration of this Agreement. Specific work may require additional coverage on a case-by-case basis:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b. **Statutory Workers' Compensation Insurance** coverage in accordance with the laws of the State of Ohio, and **Employer's Liability Insurance** in the minimum amount of \$100,000 each employee each accident, \$100,000 each employee by disease and \$500,000 aggregate by disease with benefits afforded under the laws of the State of Ohio. Coverage should include Voluntary Compensation. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- c. **Professional Liability Insurance** coverage as appropriate for the type of business engaged in by Instigo with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

### OTHER INSURANCE PROVISIONS.

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Instigo will furnish the City with a Certificate of insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition, when requested in writing from the City, Instigo will provide the City with certified copies of all applicable policies. The address

where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater Attn: Parks & Recreation Department**  
**P.O. Box 4748**  
**Clearwater, FL 33758-4748**

- b. Instigo shall provide 30 days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Instigo's insurance as outlined above shall be primary and non-contributory coverage for Instigo's negligence.
- d. Instigo reserves the right to appoint legal counsel to provide for Instigo's defense, for any and all claims that may arise related to Agreement, or work performed under this Agreement. Instigo agrees that the City shall not be liable to reimburse Instigo for any legal fees or costs as a result of Instigo providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Instigo's obligation to provide the insurance coverage specified.**