

**CULTURAL EVENT AGREEMENT
BETWEEN
CITY OF DORAL
AND
THE RHYTHM FOUNDATION**

THIS AGREEMENT is made and entered into this 21 day of Feb, 2021, by and between the City of Doral, Florida ("City") and The Rhythm Foundation ("RF" or "Provider"), a non-profit organization authorized to do business in the State of Florida.

Recitals

WHEREAS, the CITY desires to further the goals of its cultural, economic development and diplomatic initiatives by serving as a catalyst for top-notch cultural presentations and related economic development activities throughout the municipality; and

WHEREAS, RF is a renowned presenter of world music and cultural events in South Florida, with a 32-year history of presenting hundreds of acclaimed international artists throughout the region; and

WHEREAS, the CITY and RF desire to create, produce, promote and hold "Ritmo Doral," a free live cultural event and virtual presentation, economic development catalyst, and regional tourism showcase featuring the concert event set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, RF is willing to produce, promote and hold the "Ritmo Doral" live concert and virtual event and to work in conjunction with the CITY to facilitate ancillary economic development, diplomatic and educational activities in CITY or nearby facilities; and

WHEREAS, the CITY is willing to support RF for producing and implementing the scheduled event by compensating RF in an amount not to exceed \$7,500.00 to implement programming, production and a promotional campaign, and for securing the services of the headline artists, set forth in Exhibit "A", whose expenses and artist fees shall be paid from said budget; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein the CITY and RF agree as follows:

1. The term of this Agreement will commence on _____, 2021 and end on March 31, 2021. It is hereby understood that "Ritmo Doral" shall be held rain or shine unless the event is canceled by the CITY as a result of extreme weather conditions or for other public safety reasons.
2. RF shall create, produce, promote and hold "Ritmo Doral" (the "Concert"), a free all-ages virtual cultural event, economic development catalyst, and regional branding showcase, featuring the live music concert set forth in Exhibit "A" attached hereto and incorporated herein by reference. RF shall guarantee that a minimum of one (1) Concert shall be held during the term of this Agreement and if the performances set forth in Exhibit "A" need to be changed, then RF shall give the CITY a 30-day advance notice of the change in performances and such changes must be agreed to by the CITY. The parties hereby agree that at all times the Event shall be known and promoted as "Ritmo Doral." RF is responsible for the conduct and operation of the Concert and will provide the appropriate staff to conduct the Concert.
3. RF shall be solely responsible for retaining the performers/headliners/acts for the cultural showcase performances set forth in Exhibit "A" and shall be the primary contact for the artist(s) and shall coordinate press relations, local hotel, transportation and production needs of the artist(s). RF shall be solely responsible and liable for any and all compensation that may be due to the performers/headliners/acts retained for the concert event and the CITY shall have no such responsibility, obligation or liability.
4. RF shall create and submit a press release for CITY approval and shall send approved press release to all appropriate media in Florida, as well as serve as point of contact for interviews and press relations.
5. RF will work with CITY to create artwork for the entire media campaign and execute a media plan for mainstream and special interest print, web and radio outlets. RF shall establish a budget and execute media buys.
6. RF shall promote the Concert to the community at large through its own email blasts and social media campaigns, and shall activate its network of cultural partners and sponsors.
7. RF will work with CITY to build relationships between the City of Doral and peers in the respective cities and countries connected with the "Ritmo Doral" event performers, sponsors and participants, facilitating cultural, diplomatic, educational and economic development exchanges between the regions.
8. RF will work to secure in-kind and cash sponsorships and partnerships for this event, and any funds obtained through said sponsorships shall be received and administered by RF. CITY shall not be a party to any sponsorships and partnerships secured by RF for the Concert and RF shall not represent to any potential sponsors or partners that RF is an employee, official, agent or authorized representative of the CITY or that CITY is in any way affiliated with RF soliciting such sponsorships or partnerships. CITY shall not be a party to any sponsorship or partnership arrangement or agreement that RF

may enter into with said sponsors or partners. Further, CITY shall not be responsible or liable to any sponsors or partners secured by RF for the Concert. CITY shall retain the right to approve sponsors or partners secured by RF for the concert.

9. The term "Concert" as used herein shall include those cultural showcase performances designated in Exhibit "A" and any other performances substituted for those performances set forth in Exhibit "A". Further, CITY shall not be a party to any independent contracts RF may enter into with other organizations, contractors, or participants in the Concert and/or supporting activities nor shall CITY be liable to such third parties. RF shall not represent that it is an agent, official, authorized representative or employee of the CITY.
10. RF shall provide a certificate of insurance satisfactory to the city manager or designee, such insurance to be comprehensive general liability insurance in a minimum amount of \$1,000,000.00 combined single-limit coverage, naming the city as an additional insured. If alcoholic beverages are to be dispensed, served, sold or distributed at the outdoor event, the applicant shall in addition provide liquor liability insurance in a minimum amount of \$500,000.00.
11. RF shall obtain all applicable federal, state and local approvals, permits and licenses relating to any and all activities of the Concert.
12. RF agrees to indemnify and hold harmless CITY, their Officers, Agents, and Employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by CITY from (a) any breach from RF of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties of covenants made by RF herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the property by RF, its agents, employees, invitees, and all other persons, and (d) any claims, suits, actions, damages or causes of action of any kind whatsoever arising during the terms of this Agreement for any personal injury, loss of life or property damage sustained by reason of this agreement, its execution and/or its performance by RF or the participants in the Concert. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes, Section 768.28.
13. RF will provide sponsor recognition at key locations onsite and online. Further, RF will place CITY logos predominately on all promotional materials and the host site will appear in all advertising and promotional materials. CITY reserves the right to review all promotional materials prior to distribution.

14. CITY is responsible for the following:

- a) CITY shall compensate RF in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for the costs to implement programming, production and creation of a promotional campaign and for securing the services of the headline artists for the cultural showcase performances of the Concert, as more specifically set forth in Exhibit "A." CITY's payment shall be divided into two installments made on the following dates: \$3,750.00 upon execution of the agreement, and the second \$3,750.00 payment due immediately following the concert event no more than 10 business days after submittal of an acceptable final payment documentation packet. CITY's final payment shall be contingent upon CITY receiving copies of all contracts, invoices and other documentation substantiating RF's expenditures directly related to the Event. Such documentation shall be submitted to CITY within thirty (30) days after the respective performances at the Event. CITY shall pay RF within ten (10) business days from receipt of the required submissions of invoices.

Early Termination by City. If the City cancels the Event more than ninety (90) days from the Event Date, Rhythm Foundation shall return the full amount of any deposits and/or pre-payments made by the City (except for reasonably incurred costs).

Late Termination by City. If the City cancels the Event less than ninety (90) days from the Event Date, for reasons such as, without limitation, for inclement weather or other events of force majeure, the full amount under this Agreement shall remain due and payable by the City to Provider.

Termination by Rhythm Foundation. If the Rhythm Foundation terminates this agreement for any reason (unless it is for a material breach by City that is not cured within fifteen days of the City receiving notice from Provider), the Rhythm Foundation shall return the full amount of any deposits and pre-payments made by the City and shall forfeit any payments due and payable by the City to the Rhythm Foundation, within [10] Business Days' of the termination.

Performer Cancellations. If a contract between RF and the respective performers/headliners of each cultural showcase performance in the Concert is cancelled for any reason ninety days or less before the Concert, then RF shall remit the performance fee to the CITY within five (5) days of such cancellation, or hire another appropriate act approved by CITY administration. The City reserves the right in its absolute discretion whether to approve replacement acts. Notwithstanding CITY's fee payment to RF, CITY shall not be liable to any of the performers/headliners, their agents or company for their performance fees. RF shall not represent to the performers/headliners or their agents that CITY is a party to any arrangement or contract between RF and the respective performers/headliners of each cultural showcase performance in the Concert nor shall RF represent that it is an agent, official, authorized representative or employee of CITY.

- b) CITY shall actively promote the Concert through all appropriate ads, e-blasts, newsletters, social media and websites, and will distribute promotional materials through its facilities, hospitality and tourism networks, cultural and business community partners and civic organizations.
- c) CITY shall support the Concert by using the CITY's promotional means to advertise and promote the Concert. City permit fees will not be waived. City may in its sole and absolute discretion provide in-kind support in production logistics, event set-up and on-site maintenance during the event.
- d) CITY shall arrange other activities it deems necessary in conjunction with RF and shall be solely liable for the cost and conduct of such activities.

15. RF is responsible for the following;

- a) RF shall be responsible for any and all compensation that may be due to any and all performers, vendors, or participants in the Concert, and CITY shall have no responsibility, obligation or liability.
- b) RF shall be responsible for handling all media vendors and organizations and will be solely responsible for handling all issues relating to the media vendors.
- c) RF shall require all participants, competitors, organizations, media vendors and concessionaires involved in the cultural performances of the Concert to execute an Indemnification and Hold Harmless Agreement for the benefit of the CITY and shall submit same to the CITY prior to the Event.

16. Events of Default, Termination of Agreement and Remedies.

- a) The following shall constitute events of default:
 - 1) Any material misrepresentation, written or oral, made by RF and/or its representatives to the CITY.
 - 2) Failure by RF to timely perform and/or observe any and all of the terms and conditions of this Agreement.
 - 3) Insolvency or bankruptcy on the part of RF.
- b) The occurrence of any event of default to the CITY may, at the sole option of the CITY, work as an immediate and automatic forfeiture of any rights conferred under this Agreement.
- c) In the event that RF defaults, the CITY shall have all legal remedies available to it, including but not limiting to termination of this Agreement upon ten (10) days written notice to RF.

17. RF shall not assign its rights under this Agreement.

18. This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.
19. This Agreement shall be governed as to performance and interpreted in accordance with the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami Dade County, Florida.
20. It is expressly understood and agreed that this Agreement is for the duration of the Concert only and that RF has no right or privilege other than that expressly provided herein.
21. RF agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners of joint ventures between the CITY and RF, or as constituting RF or any officer, owner, employee or agent of RF as an agent, representative or employee of the CITY for any purpose or in manner whatsoever, and that it shall not represent to any third parties that such is the case.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

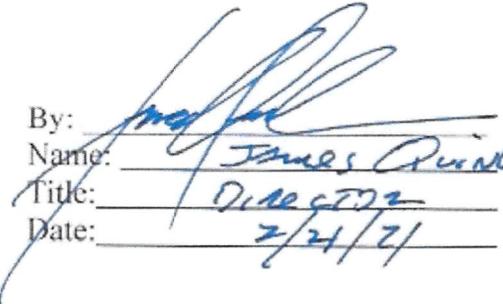
Albert P. Childress, City Manager
Date: FEB. 25, 2021

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Luis Figueredo, ESQ
City Attorney

APPROVED
By Luis Figueredo, ESQ at 12:22 pm, Feb 25, 2021

THE RHYTHM FOUNDATION

By: 
Name: James O'Connell
Title: Director
Date: 2/24/21

00330010 N
BR 07

Policy Number: EIG 2865442 01

EMPLOYERS
500 North Brand Blvd., Suite 700
Glendale, CA 91203-3916

THE RHYTHM FOUNDATION INC
7275 COLLINS AVE
MIAMI BEACH FL 33141



Welcome to EMPLOYERS®!

Thank you for the trust you have placed in EMPLOYERS. As a leading provider of workers' compensation insurance for America's small businesses, EMPLOYERS is focused on making premiums affordable, as well as helping our policyholders reduce the long-term costs associated with workplace injuries and illnesses.

Verify Important Policy Information

Enclosed you will find your EMPLOYERS Workers' Compensation and Employers Liability Policy. Please take a moment to review it to make sure that all of the information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

1. Mailing Address

Please verify that the mailing address on the Policy is correct. Important notices will be mailed to this address.

2. Named Insureds

Please review each Named Insured and corresponding Federal Employer Identification Number (FEIN) shown on the Policy to make sure the proper employer(s) are listed. This Policy does not provide coverage for any business or legal entity not listed on the Policy declarations page or as an additional named insured on the Named Insured Schedule endorsement. Only legally combinable Named Insureds (legal entities with common majority ownership) may be provided coverage on the same policy.

3. Worksites

Make sure that your Policy correctly identifies each state and location where you currently have work. This information is shown in item 3.A of the Policy declarations page and on the Site Location Schedule endorsement.

4. Officers, Sole Proprietors, Members and/or Partners (or others) Coverage

If the Policy contains any endorsement documenting an individual's rejection of statutory coverage, please confirm it is accurate. Eligibility to reject workers' compensation coverage varies by state. Any changes will require written documentation.

If the Policy contains any endorsement documenting the election of statutory coverage by an individual not otherwise subject to the Workers Compensation Act, please confirm it is accurate. Eligibility to elect varies by state. Any changes will require written documentation.

America's small business insurance specialist®



Report a Claim

Immediate reporting is a major step in cost and time containment of any claim and is beneficial to all parties involved. Any delays in the reporting of claims can result in delayed access to medical care, which in some instances may lead to further injury, resulting in the need for additional treatment subsequently leading to higher medical costs.

EMPLOYERS® offers two convenient phone numbers that are available 24/7 to report a claim with less paperwork. Both numbers are staffed with individuals fluent in both English and Spanish, with accommodations for other languages.*

1. Injured Employee Hotline – **855-365-6010**
 - Reporting of a new work-related injury or illness when the injured/ill employee has not yet received medical treatment.
 - Access to registered nurses who are specially trained to provide nurse triage and medical guidance.
2. Customer Support – **888-682-6671**
 - Reporting of a new work-related injury or illness when the injured/ill employee has already received medical treatment.
 - Injured employees who have not yet sought medical treatment will be transferred to our Injured Employee Hotline (IEH) and provided the IEH phone number.

*For all injuries or illnesses that require immediate assistance from Emergency Services please call **911**.

Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at www.employers.com/claimskit. Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

Some states have additional requirements that cannot be printed, including posters and forms. If required, EMPLOYERS will mail them to you separately. Policyholders can request a printed copy of our claims kit by contacting us by phone at 888-682-6671 or e-mail at customersupport@employers.com.

Medical Info

Call 888-682-6671 or email customersupport@employers.com to obtain a medical provider list or check the status of a medical bill.

America's small business insurance specialist®

EMPLOYERS® and America's small business insurance specialist® are registered trademarks of Employers Insurance Company of Nevada. Insurance is offered through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.

FACTS	WHAT DOES EMPLOYERS® DO WITH YOUR PERSONAL INFORMATION?
Why?	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, “you” refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and insurance claim history • transaction history or loss history • employment information and income • medical information (only in connection with claims) When you are no longer our customer, we continue to share your information as described in this notice.
How?	All insurance companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons EMPLOYERS chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EMPLOYERS share?	Can you limit this sharing?
For our everyday business purposes— such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
For our affiliates’ everyday business purposes— information about your transactions and experiences	YES	NO
For our marketing purposes— with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
For our affiliates to market to you— to offer our products and services to existing and prospective policyholders	YES	NO
For nonaffiliates to market to you	NO	We do not share
For joint marketing with other financial companies	NO	We do not share
For our affiliates’ everyday business purposes— information about your personal creditworthiness	We do not collect or share	We do not collect or share
Questions?	Please contact the General Counsel’s Office at EMPLOYERS, 10375 Professional Circle, Reno, Nevada 89521-4802, or go to www.employers.com . We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.	

Who we are	
Who is providing this notice?	Employers Holdings, Inc. and its affiliates.
What we do	
How does EMPLOYERS® protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.</p> <p>Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.</p>
How does EMPLOYERS collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ● file an insurance application or claim ● provide your income, employment, or contact information ● provide account information <p>We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.</p>
Why can't I limit all sharing?	<p>Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as</p> <ul style="list-style-type: none"> ● sharing information about your personal creditworthiness for affiliates' everyday business purposes ● sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ● <i>Employers Holdings, Inc. affiliates are financial companies.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ● <i>Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ● <i>EMPLOYERS does not share for joint marketing purposes.</i>
Other important information	
Employers Holdings, Inc.'s affiliates include: Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., and EIG Services, Inc.	

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**FLORIDA NOTICE OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

This notice is being sent to you with respect to your workers compensation and employers liability insurance policy. This notice does not replace the separate Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement (WC 09 04 03 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement (WC 09 04 03 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.



Employers Compensation Insurance Company
Employers Insurance Company of Nevada
Employers Preferred Insurance Company
Employers Assurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Employers' toll-free telephone number for information or to make a complaint at:

1-888-682-6671

You may also write to Employers at:

P. O. Box 539003
Henderson, NV 89053-9003

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Employers Compensation Insurance Company at the number provided above.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

EMPLOYERS products and services are provided through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company and Employers Assurance Company. Not all insurers do business in all jurisdictions.



Employers Compensation Insurance Company
Employers Insurance Company of Nevada
Employers Preferred Insurance Company
Employers Assurance Company

Important Notice Regarding Your Workers' Compensation Insurance

TO OUR FLORIDA WORKERS' COMPENSATION POLICYHOLDERS:

Re: Occupational Safety and Health Loss Control Consultation Services

As an EMPLOYERS policyholder you have an extensive array of professional safety and health resources available to you at no additional charge, including:

- A.** Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B.** Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C.** Safety training programs addressing identified exposures and needed control measures
- D.** Access to claims history reports (loss runs) and accident trend analyses, consisting of a review of reported workers' compensation injuries and identification of causal factors
- E.** Written safety program Employer Guides
- F.** Consultation and recommendations with respect to possible workplace safety improvement measures
- G.** Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

**Loss Control Department
EMPLOYERS
PO Box 539003
Henderson, NV 89053-9003**

**Loss Control Telephone: (800) 588-5200
E-Mail: losscontrol@employers.com**

America's small business insurance specialist.®

EMPLOYERS® products and services are provided through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.



EMPLOYERS PREFERRED INS. CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	Policy Period
EIG 2865442 01	From 05/29/2020 To 05/29/2021
12:01A.M. Standard Time at the address of the Insured as stated herein	

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier # 31283		WCIRB CARRIER#		PRIOR POLICY NUMBER EIG286544200
1. Named Insured and Address			Agent	
THE RHYTHM FOUNDATION INC 7275 COLLINS AVE MIAMI BEACH FL 33141			ADP - FLORHAM PARK - SERVICE 0033001 FLORHAM PARK - SERVICE 1 ADP BLVD., M/S 625 ROSELAND, NJ 07068 Telephone: 8005247024	
Customer #	Carrier # 31283	FEIN # 650102768	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

- The Policy Period is from 05/29/2020 to 05/29/2021 12:01 a.m. Standard Time at the Insured's mailing address.
 - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$ 100,000	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 100,000	each employee
 - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.
 - D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$ 177	Expense Constant	\$ 160
Assessments and Taxes	\$	Premium Discount	\$
		Total Estimated Annual Premium	\$ 548

This is a Three Year Fixed Rate Policy

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,
Issued Date: 04/20/2020

Authorized Representative

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
500 NORTH BRAND BLVD., SUITE 700
GLENDALE, CA 91203-3916

Issued Date 04/20/2020
WC990630 (5/98 Ed.)

INSURED COPY



EMPLOYERS PREFERRED INS. CO.
A Stock Company
 500 NORTH BRAND BLVD., SUITE 700
 GLENDALE, CA 91203-3916

**WORKERS' COMPENSATION AND EMPLOYERS
 LIABILITY INSURANCE POLICY**

Policy Number: EIG 2865442 01
Named Insured: THE RHYTHM FOUNDATION INC
Agent: ADP - FLORHAM PARK - SERVICE 0033001

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Florida				
Rating Period: 05/29/2020 through 05/29/2021				
Site 00001				
8810	CLERICAL OFFICE EMPLOYEES NOC	225,000	0.160000	360.00
	Site 00001 Total		\$	360.00
Total of Sites for Rating Period				\$ 360.00
Rating Period Total				\$ 360.00
Rating Period: 05/29/2020 through 05/29/2021				
0900	EXPENSE CONSTANT			160.00
0175	FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE	543	0.010000	5.00
9740	TERRORISM PREMIUM	225,000	0.010000	23.00
Rating Period Total				\$ 188.00
State Total				\$ 548.00
Policy Total				\$ 548.00



EMPLOYERS PREFERRED INS. CO.
A Stock Company
500 NORTH BRAND BLVD., SUITE 700
GLENDALE, CA 91203-3916

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 2865442 01
Named Insured: THE RHYTHM FOUNDATION INC
Agent: ADP - FLORHAM PARK - SERVICE 0033001

SITE LOCATION SCHEDULE

State FL 1
THE RHYTHM FOUNDATION INC
7275 COLLINS AVE
MIAMI BEACH FL 33141



EMPLOYERS PREFERRED INS. CO.
A Stock Company
 500 NORTH BRAND BLVD., SUITE 700
 GLENDALE, CA 91203-3916

**WORKERS' COMPENSATION AND EMPLOYERS
 LIABILITY INSURANCE POLICY**

Policy Number: EIG 2865442 01	
Named Insured: THE RHYTHM FOUNDATION INC	
Agent: ADP - FLORHAM PARK - SERVICE	0033001

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
FL	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
FL	WC000115	(1/20)	ENDT OF PEND LAW CHG TO TRIPRA
FL	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
FL	WC000404	(4/84)	PENDING RATE CHANGE ENDT
FL	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
FL	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
FL	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
FL	WC090303	(8/05)	FLORIDA EMPL LIAB COVERAGE
FL	WC090403B	(1/15)	FLORIDA TERRORISM RISK EXT ACT
FL	WC090407	(7/13)	FL NON-COOP WITH PREM AUDIT EN
FL	WC090606	(10/98)	FLORIDA EMPL AND WAGE INFO REL
FL	WC090607A	(7/19)	FL INS GUARANTY ASSOCIATION EN
FL	WC990411	(3/07)	PAYROLL ENDORSEMENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.
- Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE**

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

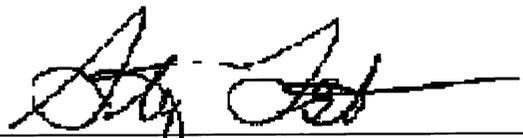
D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

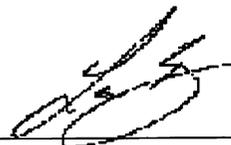
E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



SVP, Chief Underwriting Officer

NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of
 Policy No. _____ Of the _____
 _____ Carrier Code
 Issued to _____ Endorsement No. _____
 Premium _____
 Countersigned at _____ on _____ By: _____
 _____ Authorized Representative

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

FLORIDA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of
 Policy No. _____ Of the _____
 _____ Carrier Code _____
 Issued to _____ Endorsement No. _____
 Premium _____
 Countersigned at _____ on _____ By: _____
 _____ Authorized Representative

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of
Policy No. _____ Of the _____
Carrier Code _____
Issued to _____ Endorsement No. _____
Premium _____
Countersigned at _____ on _____ By: _____
Authorized Representative

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

- 2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration

\$0.010000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E.

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Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy

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(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

PAYROLL ENDORSEMENT

You will be sent a payroll reporting request for you to report payroll information during this policy term to us on a monthly, quarterly or semi-annual basis. Information developed from this information will be used to estimate the annual premium and compare it to the estimated annual premium calculated at policy issuance. In the event of a change in estimated premium, your installment billings may be adjusted. If your policy is on a payroll reporting plan with no scheduled installments, information provided on your payroll reports will be used to generate interim audit billings. You are required under the terms of your policy to complete the report as requested. If the report is not returned by the due date stated on the payroll report request, your policy may be subject to cancellation for non compliance.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective _____ at 12:01 AM standard time, forms a part of

Policy No. _____ Of the _____
Carrier Code

Issued to _____ Endorsement No. _____
Premium _____

Countersigned at _____ on _____ By: _____
Authorized Representative

RESOLUTION No. 21-40

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH THE RHYTHM FOUNDATION TO PRODUCE A VIRTUAL EDITION OF THE RITMO DORAL CULTURAL EVENT DURING MARCH 2021; IN AN AMOUNT NOT TO EXCEED \$7,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Doral seeks to engage The Rhythm Foundation to produce Ritmo Doral, a budgeted world music concert and livestreamed virtual event that serves as a strategic platform to attract consumers to Downtown Doral businesses, promote the City as a desirable regional and international destination, and strengthen ties with partners, for an amount not to exceed \$7,500 to be expended from Account # 001.40005.500482; and

WHEREAS, Ritmo Doral 2021 edition is scheduled for March 20, 2021 on Main Street in Downtown Doral and will feature live performances in compliance with all federal, state and local restrictions at the time of the event, to be livestreamed to an international audience online as a virtual branding event for the City of Doral and its partners; and

WHEREAS, The Rhythm Foundation is willing to produce, promote and hold the Ritmo Doral 2021 virtual event and to work in conjunction with the City to facilitate ancillary economic development activities as deemed appropriate at the time of the event; and

WHEREAS, the City is willing to support The Rhythm Foundation for producing and implementing the scheduled event by compensating The Rhythm Foundation in an amount not to exceed \$7,500.00 to implement production, programming, promotions, and for

securing the services of the headline artists, as set forth in Exhibit "A," whose expenses and artist fees shall be paid from said budget.; and

WHEREAS, The Rhythm Foundation was funded by the Mayor and the City Council during the Budget process in September 2020 and approved for funding in a \$7,500.00 line item in the Planning and Zoning Department's Promotional Activities Account, #001.40005.500482.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The City Manager is authorized to enter the City into an agreement, for the term of the contract to engage The Rhythm Foundation to produce Ritmo Doral 2021 as a virtual event for an amount not to exceed \$7,500.00 per the contract's terms of service.

Section 3. Authorization. The City Council of the City of Doral, Florida hereby authorizes the City Manager to expend funds in an amount not to exceed \$7,500.00 from the Planning and Zoning Department's Promotional Activities Account, # 001.40005.500482.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera who moved its adoption.

The motion was seconded by Councilman Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of February, 2021.

ATTEST:

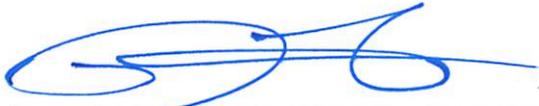


CONNIE DIAZ, MMC
CITY CLERK



JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

EXHIBIT "A"

RITMO DORAL 2021

Ritmo Doral is a free, family-friendly cultural and economic development event celebrating the rich diversity and international scope of the Doral community through live music, culture, food, and entertainment. This event is intended to engage Doral residents and attract visitors while promoting Doral as a culturally artistic, diverse and creative place to live, work, learn, play and invest. Ritmo Doral seeks to further the goals of the City of Doral's cultural, economic development and diplomatic initiatives by serving as a catalyst for business development, educational and promotional activities.

MARCH 20, 2021
SATURDAY

RITMO DORAL @ Downtown Doral Main Street, 6-10 p.m.

Ritmo Doral event will provide a platform for cultural presentations, economic development activities, international relations and art activations. It will serve as a regional and international tourism showcase of the City of Doral.

The proposed performers are salsa act Sonlokos and Colombian gypsy jazz group Tamboka, supported by cultural performances from locally based international artists. Sponsors include Baptist Health and The Doral Yard.

Planned event highlights and opportunities include:

- A HEADLINING APPEARANCE BY A LOCALLY BASED INTERNATIONAL ARTIST PRECEDED BY SUPPORTING ACTS FROM THE LOCAL COMMUNITY
- MARKETING CAMPAIGN AND PR IN SOUTH FLORIDA
- BRANDING AND ACTIVATION OPPORTUNITIES ONLINE
- BUSINESS DEVELOPMENT ACTIVITIES FOR DOWNTOWN DORAL BUSINESSES
- PROMOTIONAL ACTIVATIONS WITH DORAL'S SISTER CITIES

RITMO DORAL is produced by The City of Doral and The Rhythm Foundation, an award-winning South Florida cultural organization with 32 years' experience in presenting concerts and festivals with major international artists. The Rhythm Foundation has also been a pioneer in combining live and virtual performances during the COVID-19 era.