

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

**AGREEMENT FOR
BUSINESS INSURANCE AGENT OF RECORD**

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("**Citizens**"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303, and **VENDOR NAME** ("**Vendor**") having its principal place of business at **VENDOR ADDRESS**. Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

On **October 26, 2016**, Citizens issued Invitation to Negotiate No. 16-0023 for Business Insurance Agent of Record (the "Solicitation"). Vendor's response to the Solicitation was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated in this Agreement, the Parties acknowledge and agree as follows:

Terms of Agreement

1. Definitions. As used in this Agreement, the following terms have the following meanings:

- 1.1 "Agent of Record" means an On Staff Insurance Agent authorized to represent Citizens in the purchase, servicing, and maintenance of insurance coverage with a designated insurer.
- 1.2 "Appointment" or "Appointed" means the authority given by an insurer to transact insurance on behalf of the insurer, as defined and in accordance with Chapter 626, Florida Statutes.
- 1.3 "Citizens Confidential Information" means all information, data, and documentation, whether marked as confidential or not, disclosed to Vendor in the course of this Agreement that is either: (a) Protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); (b) private information concerning Citizens' employees or policyholders (including social security numbers, personal health information, personal credit information, banking information, drivers' license numbers, personal email addresses, personal phone numbers, and home addresses); or, (c) related to any Citizens' manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information, data or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on Citizens Confidential Information.
- 1.4 "Customer Representative" means a member of Vendor Staff who holds an active

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

Customer Representative license through the Florida Department of Financial Services as defined and in accordance with Chapter 626, Florida Statutes, and who is appointed by Vendor or by an On Staff Insurance Agent.

- 1.5 “Deliverables” means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.6 “Effective Date” means the date on which the last Party executes this Agreement and the date upon which this Agreement is effective and commences.
- 1.7 “On Staff Insurance Agent” means a member of Vendor Staff who holds an active General Lines Agent license through the Florida Department of Financial Services as defined and in accordance with Chapter 626, Florida Statutes.
- 1.8 “Services” means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.9 “Vendor Staff” means any of Vendor’s employees, agents, subcontractors or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information.

2. Term and Renewals.

- 2.1. Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue for three (3) years.
- 2.2. Renewals. This Agreement may be renewed for one (1), two (2) year renewal periods either: (a) by Citizens, at its discretion upon ninety (90) days prior written notice to Vendor; or, (b) by mutual written agreement of the Parties. The Renewal shall be subject to the same terms and conditions set forth in this Agreement at the time of renewal, including any written amendments signed by the Parties.

3. Services; Service Requirements.

- 3.1. Comprehensive Services; Account Representative. As requested by Citizens, Vendor shall provide comprehensive business insurance related services as set forth herein. Vendor will provide an On Staff Insurance Agent to serve as dedicated account representative responsible for all Services, and who will serve as the single point of contact for all Services, (the “Account Representative”).

All Services will be provided by the Account Representative, except (i) Services may involve consultation between Citizens, the Account Representative, and additional On Staff Insurance Agents, or collaboration between the Account Representative and additional On Staff Insurance Agents; (ii) Services may be provided by an alternative On Staff Insurance Agent as reasonably requested by Citizens to the extent that the Account Representative is not presently available; (iii) Services may be provided by an alternative On Staff Insurance Agent per Section 3.3 below if the Account Representative is not Appointed to produce a Citizens selected policy; (iv) a Customer Representative may assist in the preparation of administrative related documents, provided that such Customer

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

Representative does so subject to close supervision and review by the Account Representative; and (v) as otherwise agreed to by Citizens Contract Manager in writing.

- 3.2. Business Insurance Consultation. Vendor shall make sound recommendations to Citizens with respect to various insurance options and the transfer of risk from Citizens. Vendor shall promptly notify Citizens of any pertinent developments in the insurance industry or markets.

As requested by Citizens, Vendor shall meet with Citizens' Contract Manager to review Citizens' insurance portfolio, discuss one or more existing policies, and/or recommend additional coverage opportunities or changes to coverage. As requested by Citizens, Vendor shall be available to discuss and present insurance coverage recommendations to Citizens' Board of Governors.

- 3.3. Business Insurance Market Access. As requested by Citizens, Vendor shall represent Citizens in accessing the market for commercial business insurance coverages, through On Staff Insurance Agents Appointed and authorized to produce each proposed insurer policy, and in areas including but not limited to the following:

1. Business Owners Insurance (BOP)
2. Inland Marine Insurance
3. Commercial Umbrella Liability Insurance
4. Workers Compensation Insurance
5. Financial Institution Bond
6. Commercial Business Automobile Insurance
7. Directors & Officer's Liability Insurance
8. Employment Practices Liability; and
9. Cyber Liability

Within a reasonable time after execution of this Agreement, Citizens will notify Vendor in writing of the existing business insurance policies, and any new insurance coverages being considered by Citizens. Prior to a policy's expiration or inception date, Vendor will meet with Citizens' Contract Manager to develop a strategy and schedule all steps necessary to timely secure new or continued coverage including obtaining any necessary approval from Citizens' Board of Governors.

Vendor shall obtain quotes from multiple insurers prior to the time of any renewal, and also upon request of Citizens, (a "Market Quotation Submission"). Vendor will use its best efforts to ensure that all quotations and proposals are submitted and received in a timely manner. Vendor shall timely provide received quotations to Citizens' Contract Manager. Vendor shall perform the Market Quotation Submission within thirty (30) days of Citizens request, or for existing policies, by no later than forty-five (45) days prior to coverage renewal or termination, or as otherwise agreed to by the Parties in writing.

Vendor will prepare a comparative analysis of all quotations and proposals submitted by insurers, to include analysis of both coverage and price, (a

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

“Comparative Analysis”). The Comparative Analysis will be presented, together with copies of pertinent quotations and proposals, to Citizens’ Contract Manager no later than thirty (30) days prior to the date of renewal, termination, or agreed upon placement, or as otherwise agreed to by the parties in writing.

Subsequent to Citizens’ direction to place coverage, and prior to the policy renewal or inception date, Vendor will provide the appropriate insurance binder to Citizens’ Contract Manager. Upon receipt of the insurance policy from the insurer, Vendor will analyze it and confirm compliance with the coverage proposed to and accepted by Citizens. Vendor will then forward a complete copy of the policy to Citizens.

If the Account Representative is not Appointed to produce the selected policy, then the Appointed On Staff Insurance Agent shall serve as the Agent of Record for the policy; provided, however, that the Account Representative shall remain Citizens’ primary contact for Services related to that policy except as otherwise agreed to by Citizens’ Contract Manager in writing.

- 3.4. Policy Administration. For all policies that Vendor serves as Agent of Record, Vendor shall assist with all billing, invoicing, policy endorsements, and claims filing. Within three (3) days’ of Citizens’ request, Vendor shall provide Citizens with a written schedule detailing all of Citizens’ policies in force, the corresponding coverage amounts, deductibles, premiums paid, and claims incurred, (“Schedule of Policies in Effect”). Within three (3) days of Citizens’ request, Vendor shall provide a detailed report of all losses incurred by Citizens by policy type, (a “Loss Run Report”).

Vendor agrees to initiate and file a claim with all appropriate insurers promptly after such loss is reported to Vendor by Citizens. Vendor will use its best efforts to assist Citizens’ Contract Manager to fully investigate the claim and to develop documentation of the cost impact of the claim. As requested by Citizens’ Contract Manager, Vendor will continue to assist in the presentation to, investigation by, and settlement of the claim with any insurers.

- 3.5. Contractor Coverage Consultation. As requested by Citizens, and for an hourly fee as identified in Section 8.2, Vendor will advise Citizens regarding suitable insurance coverages for Citizens’ contractual service providers, (“Contractor Coverage Consultation”). This may include, but may not be limited to, advising as to appropriate insurance coverages for specific types of contractual service providers, and reviewing whether a contractor’s coverages comply with such minimum insurance requirements.

- 3.6. Key Vendor Staff Resources. Vendor shall provide the following key Vendor Staff resources: **TBD FROM RFP RESPONSE, INCLUDING PROPOSED ACCOUNT REPRESENTATIVE.** Any alternative or substituted key Vendor Staff resources will require prior written approval by Citizens’ Contract Manager or designee.

- 3.7. Background Investigations. If Vendor knows or learns of circumstances indicating that a Vendor Staff member lacks honesty or integrity, Vendor will not allow that Vendor Staff member to perform Services under this Agreement. Vendor shall conduct a criminal background check on all Vendor Staff prior to assigning them to perform Services. All criminal background checks will be at Vendor’s expense and shall include but not be limited to: (a) state and federal felony convictions or pending adjudications; (b) state and federal misdemeanor convictions or pending adjudications; (c) any crimes in violation of the Violent Crime Control and Law

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

Enforcement Act of 1995 or pending adjudications; and, (d) a seven (7) year minimum timeframe, extending as close as practicable to the date of assignment to perform Services.

- 3.8. Allowing Access. Before allowing Access¹, if it is determined that a Vendor or anyone providing Services for Vendor has a criminal "Conviction" (misdemeanor or felony) regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict), the Vendor is required to not allow that individual Direct or Indirect Access until the Vendor determines whether that individual should be allowed Direct or Indirect Access considering a.) Nature and gravity of the offense, b.) The amount of time that lapsed since the offense, c.) The rehabilitation efforts of the individual involved, and d.) Relevancy of the offense to the individual's Direct or Indirect Access. A disqualifying offense is any crime (in any jurisdiction within and/ or outside of the United States of America) where the nature of the criminal activity is such that a reasonable Vendor would agree that the engagement would create a risk of injury, loss, or damage to people and/or property of Citizens. Any Vendor Staff whose criminal background check indicates, to Vendor, conduct that demonstrates a lack of honesty or integrity, or otherwise demonstrates an inability to safely and reliably perform Services, will not be allowed to perform Services.

Vendor will comply with all requirements of the federal Fair Credit Reporting Act, including providing Vendor Staff all required pre-notification and post-report notices. Vendor is responsible for any adverse action notices that may apply to its employment decisions.

4. Service Warranties and Standards.

- 4.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional, first-class manner in accordance with this Agreement and the standards prevailing in the industry. To this end, Vendor will undertake the following actions without additional consideration during the term of this Agreement and for one (1) year thereafter: (a) promptly make necessary revisions or corrections to resolve any errors and omissions on the part of Vendor; and, (b) confer with Citizens as Citizens deems appropriate for the purpose of interpreting any of the Services or information furnished. Acceptance of or payment for the Services by Citizens shall not relieve Vendor of these responsibilities. The warranties and covenants in this Section will extend to and bind Vendor's subcontractors, if any.
- 4.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall notify Citizens of any change in circumstances that would in any way diminish Vendor's ability to perform

¹ Access – means to approach, walk through, communicate with, store material in, retrieve material from, or otherwise make use of any property, be it tangible, intangible, real, owned by or in the custody of Citizens. This Access can either be Direct Access meaning Access under the authority of a contractual relationship or Indirect Access meaning Access, with or without contractual authority under general law, achieved as a result of Direct Access.

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

the Services or satisfy its contractual obligations.

- 4.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled. Citizens may conduct programmatic and other administrative contract monitoring during the term of this Agreement. The purpose of this monitoring is to ensure that all of Vendor's responsibilities and obligations are being met and fulfilled. Such monitoring may include on-site visits, report reviews, invoice reviews, compliance reviews, and a review of any other areas reasonably necessary.
- 4.4. Trained and Qualified Vendor Staff. Vendor warrants that all Vendor Staff shall be properly trained and qualified. Upon request, Vendor shall furnish a copy of all technical certifications or other proof of qualification. All Vendor Staff must comply with all reasonable administrative requirements of Citizens and with all controlling laws and regulations relevant to the Services.
- 4.4.1. Removal and Replacement of Vendor Staff. Without limiting Citizens' other rights and remedies under this Agreement, including suspension of Services and termination of this Agreement, where any Vendor Staff fails to comport to any of the training or qualification requirements in this Agreement or, in Citizens' determination, is unsuitable for the performance of the Services, Citizens has the right, at Citizens' sole election, to disallow such Vendor Staff from performing the Services. Upon Citizens' request, Vendor shall promptly provide qualified replacement Vendor Staff reasonably acceptable to Citizens.

5. Deliverables.

- 5.1. Deliverables. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to: (a) withhold any payment associated with the Deliverable (if applicable) until such delivery is made; and / or, (b) terminate this Agreement for cause in accordance with the notice and cure provisions set forth in Section 12.2 below.

In addition, the following financial consequences shall apply if the Vendor fails to deliver the following Deliverables as specified in this Agreement.

Deliverable	Description	Due Date	Financial Consequences if not met
Market Quotation Submission	Per Section 3.3	Within thirty (30) days of Citizens' request, or for existing policies, by no later than forty-five (45) days prior to coverage renewal or termination, or as otherwise agreed to by the parties in writing.	
Comparative Analysis	Per Section 3.3	By no later than thirty (30) days prior to expiration of the quotation, or for	

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

		existing policies, by no later than thirty (30) days prior to coverage renewal or termination, or as otherwise agreed to by the parties in writing.	
Loss Run Report	Per Section 3.4	Within three (3) days of Citizens' request.	
Schedule of Policies in Effect	Per Section 3.4	Within three (3) days of Citizens' request.	
Contractor Coverage Consultation	Per Section 3.5	As requested by Citizens.	If Vendor fails to provide Contractor Coverage Consultation by a deadline agreed to by the parties in writing, then a 5% reduction in fees will apply to fees payable for the performance of the subject Contractor Coverage Consultation.

6. Changes.

- 6.1. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.
- 6.2. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement. All other changes shall be evidenced by either a writing signed by the Contract Manager or designee of each Party or a formal amendment to this Agreement.

7. Acceptance.

- 7.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance Period for Vendor's failure to meet the specifications associated with the delivered Services, with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights as expressly provided in this Agreement.

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

- 7.2. Opportunity to Cure. Upon being advised of Citizens' rejection of Services within the Acceptance Period, Vendor shall have thirty (30) days to cure any deficiency identified by Citizens. In the event Vendor is unable to cure said deficiency within this thirty (30) day period, Citizens may, in its sole discretion, terminate this Agreement in whole or in part for cause and pursue such other rights and remedies allowable in law or equity. This thirty (30) day cure period applies only to the failure to deliver Services as specified in this Agreement and is a limited exception to the general cure period set forth in Section 12.2.
- 7.3. Corrective Action Plan. At any stage during the thirty (30) day cure period provided above or whenever Citizens identifies a deficiency in Vendor's performance of this Agreement, Citizens may require Vendor to take the following actions: (a) perform a cause analysis to identify the cause of the deficiency; (b) provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency (Citizens will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require Vendor to make revisions); (c) implement the Corrective Action Plan as approved by Citizens; and, (d) provide Citizens with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. In the case of a deficiency identified by Citizens during an Acceptance Period, completion of the cause analysis and implementation of the Corrective Action Plan by Vendor must occur before the end of the thirty (30) day cure period provided above, unless otherwise agreed to by Citizens in its sole discretion.

8. Compensation.

- 8.1. Maximum Compensation. Citizens' obligation to pay Vendor for all Services and reimbursable expense under this Agreement shall not exceed a total dollar amount of \$500,000. Notwithstanding the foregoing, in the event of a State of Florida or federal government declared emergency or catastrophe, Citizens may authorize the purchase of Services in excess of the maximum compensation set forth in this Section. Vendor acknowledges and agrees that the Services provided during such declared emergency or catastrophe will be paid at the same rates set forth in this Agreement.
- 8.2. Compensation Schedule. Except as follows, Vendor agrees that any fees and costs associated with the Services will be paid to Vendor by the selected insurance carriers. Thus, except with respect to Contractor Coverage Consultation Services, Citizens will not pay any fees, including commissions.

Vendor will be paid on a monthly basis for the Contractor Coverage Consultation Services accepted by Citizens in the preceding month according to the following table:

Service	Hourly Rate
Contractor Coverage Consultation	\$TBD

- 8.3. Invoices. Vendor must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Vendor shall also submit a copy,

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

marked as duplicate, of the original, invoice to Citizens' Contract Manager or designee. All invoices and payment credits must be submitted to the attention of Citizens' Accounts Payable department at AccountsPayable@citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 in accordance with the Compensation Schedule and must include, at a minimum, the following: (a) Agreement number; (b) Vendor's name, address, phone number (and remittance address, if different); (c) Vendor's Federal Employment Identification Number; (d) Citizens' Contract Manager's name; (e) invoice date; (f) Services period; (g) taxes listed separately, if applicable (see Section 8.8); and, (h) itemized Services for which compensation is being sought.

- 8.4 Payment Processing. Citizens may require any other information from Vendor that Citizens deems necessary to verify any compensation request placed under this Agreement and Vendor agrees that it will provide such information as reasonably requested by Citizens. Payment shall be due net thirty (30) days of Citizens' actual receipt of a complete and undisputed invoice. Where a submitted invoice is incomplete, such as not containing the information described in this Section, Citizens will return the incomplete invoice to Vendor for correction within thirty (30) days of Citizens' actual receipt of such invoice. Where Citizens reasonably disputes any part of a complete invoice, such as the amount of the compensation request, Citizens shall pay any undisputed portion of the invoiced amount within (30) days of Citizens' actual receipt of the complete invoice and will describe the basis for the disputed portion of the invoiced amount. Where Vendor disagrees with Citizens dispute of any invoice, the Parties shall seek to resolve the dispute in accordance with the Dispute Resolution Process further described in this Agreement. In no case shall Citizens be subject to late payment interest charges where Vendor has submitted an incomplete invoice or where Citizens has reasonably disputed an invoice. Where Vendor fails to submit an invoice within twelve (12) calendar months of the Services for which compensation is being requested, Vendor acknowledges and agrees that any payment due for such Services is forfeited by Vendor for its failure to timely submit an invoice.
- 8.5 Travel-related Expenses. Vendor agrees to comply with Citizens' then-current Vendor Travel Reimbursement Guidelines. All travel-related expenses must be pre-approved in writing by Citizens' Contract Manager or designee. Citizens shall reimburse Vendor for pre-approved travel-related expenses incurred in the performance of Services following Citizens' receipt of Vendor's reimbursement request submitted in accordance with the then-current Vendor Travel Reimbursement Guidelines.
- 8.6 No Additional Charges. Except for the compensation described in the Compensation Schedule and travel-related expenses, if permitted, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise.
- 8.7 Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) days following Citizens' request.
- 8.8 Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

independent contractor for purposes of federal, state, and local employment taxes. Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

9. Indemnification.

9.1 Indemnification. Vendor shall be fully liable for the actions of Vendor Staff and shall fully indemnify, defend, and hold harmless Citizens, and its officers, members of the Board of Governors, agents and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from suits, actions, damages, liabilities, demands, claims, losses, expenses, fines, penalties, fees, and costs of every name and description (collectively, "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Vendor, its officers, directors, agents, employees, or contractors, including without limitation: (a) a violation of federal, state, local, international, or other laws or regulations; (b) bodily injury (including death) or damage to tangible personal or real property; (c) breaches of any representations made by Vendor under this Agreement; (d) any claim that any Work Product violates or infringes upon a trademark, copyright, patent, trade secret or intellectual property right; or, (e) Vendor's failure to timely forward a public records request to Citizens for handling; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Citizens, its officers, directors, agents, or employees.

9.1.1 Vendor's obligations of indemnification with respect to any Claim are contingent upon Citizens (or other Indemnitee) providing Vendor: (a) written notice of the Claim; (b) the opportunity to settle or defend against the Claim at Vendor's sole expense; and, (c) assistance in defending against or settling the Claim at Vendor's sole expense. Vendor shall not be liable for any cost, expense, or compromise incurred or made by an Indemnitee in any legal action without Vendor's prior written consent, which shall not be unreasonably withheld.

9.1.2 Notwithstanding anything in this Agreement to the contrary, Vendor shall not indemnify for that portion of a Claim proximately caused by: (a) a negligent act or omission of an Indemnitee; or, (b) an Indemnitee's misuse or modification of the Service or Work Product.

9.1.3 The obligations in this Section are separate and apart from, and in no way limit Citizens' rights under any insurance provided by Vendor pursuant to this Agreement or otherwise.

9.1.4 The provisions of this Section shall survive the termination of this Agreement.

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

10. Insurance.

- 10.1 Vendor Insurance Requirements. During the term of this Agreement, Vendor will maintain at its sole expense the following insurance, purchased from an insurer licensed to transact business in the State of Florida.
- 10.1.1 Professional Liability (errors and omissions) with minimum limits of \$1 million per claim and \$2 million in the aggregate, coverage shall be provided on a claims made and reported basis;
- 10.1.2 Network Security Liability with data breach coverage limits of \$5 million per occurrence and \$5 million in the aggregate.
- 10.2 Insurance Company Qualifications. Each company issuing the policies required under Section 10.1 must (i) be licensed to transact business in the State of Florida, (ii) and have an AM Best Financial Strength rating of "A-" or above.
- 10.3 Defense Costs. The limits of indemnity coverage required under Section 10.1 shall not include costs incurred in defending against a claim and shall not be reduced by the payment of such costs; provided, however, that with respect to professional liability coverage as set forth in Section 10.1.1, Vendor may alternatively maintain coverage with minimum limits of \$2 million per claim and \$3 million in the aggregate including such defense costs.
- 10.4 Loss History. Vendor shall provide, or Vendor shall request its insurer to provide, upon request by Citizens, a list of claims paid (with amounts) in the three years prior to the date of Citizens' request, together with a list of any outstanding claims with current reserves.
- 10.5 Vendor's Insurance is Primary. The insurance required under Section 10.1 shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Citizens, Citizens' Board Member, or any Citizens' employee.
- 10.6 Waiver of Subrogation. The insurance required under Section 10 will include a provision waiving the insurer's rights of recovery or subrogation against Citizens.
- 10.7 Coverage for Indemnity Obligations. The Professional Liability coverages will cover claims made under the indemnity provisions of this Agreement.
- 10.8 Notice of Cancellation or Change. To the extent practicable, the Professional Liability policy shall require thirty (30) calendar days prior written notice to Citizens of cancellation, non-renewal or change in any coverage, except for ten (10) calendar days prior written notice for non-payment of premium.
- 10.9 Proof of Coverage. Within thirty (30) calendar days of execution of this Agreement, and upon renewal or reissuance of coverage thereafter, Vendor must provide current and properly completed in-force certificates of insurance to Citizens that evidence the coverages required in Section 10.1. The Professional Liability insurance certificate must correctly identify the type of work Vendor is providing to Citizens under this Agreement. The agent signing the certificate must hold an active Insurance General Lines Agent license (issued within the United States). Vendor shall provide copies of its policies upon request by Citizens.

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

11. Contract Administration.

- 11.1 Contract Administrator. Citizens shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. All legal notices and contractual documents shall be sent to the Contract Administrator in addition to the Citizens Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management Office
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 11.2 Contract Managers. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Mark Casteel
VP of Legal Services
Citizens Property Insurance Corporation
2312 Killearn Center Blvd.
Tallahassee, Florida 32309
850-513-3917
Mark.Casteel@citizensfla.com

Vendor's Contract Manager

Name
Company Name
Address
City, State Zip
Phone
Email

Vendor shall provide written notice to Citizens of any changes to the Contract Manager; such changes shall not be deemed Agreement amendments.

12. Agreement Termination; Transition Assistance.

- 12.1 Termination without Cause. By thirty (30) days advance written notice, Citizens may terminate this Agreement in whole or in part, at its sole discretion and without the need to specify a reason for termination. The actual date of termination of this Agreement will be thirty (30) days from the date of the written notice, or as otherwise specified in Citizens' written notice (the "Termination Date"). Where Citizens elects to terminate this Agreement in part, Vendor shall continue to provide Services on any portion of the Agreement not terminated. Vendor shall be entitled to payment for Services satisfactorily performed through the Termination

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

Date but shall not be entitled to recover any cancellation charges or damages, including lost profits or reliance damages. Vendor shall not have a reciprocal right to terminate without cause; it being understood that Citizens' payment for Services forms the consideration for Vendor not having this right. In the event of Citizens' termination without cause, Citizens, at Citizens' sole election, may also require Vendor to provide the Transition Assistance as further described in this Agreement.

12.2 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to honor its material obligations under this Agreement. Unless otherwise provided herein, before terminating this Agreement, the Party that believes the other Party is failing to perform this Agreement shall notify the other Party, in writing, of the nature of the failure to perform and provide a reasonable time certain for correcting the failure (such time should not generally be less than ten (10) days from receipt of the notice). If the other Party does not correct its failure to perform within the time provided, and its failure is not legally excusable, the Party claiming failure to perform may thereafter notify the other Party, in writing, that it considers the other Party in default and may terminate this Agreement and pursue any remedies allowed in law or equity. Instead of terminating this Agreement in whole, Citizens may elect to terminate this Agreement in part, in which case Vendor shall continue to provide Services on any portion of the Agreement not terminated. If after termination it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued without cause under Section 12.1.

12.3 Extending Policies and Transition Assistance. If an On Staff Insurance Agent is serving as the Agent of Record for a policy with an effective period that extends beyond the expiration or termination of this Agreement, (an "Extending Policy"), then unless otherwise directed by Citizens in writing, the On Staff Insurance Agent will continue to serve as the Agent of Record until expiration of such Extending Policy. Until expiration of the Extending Policy and at no additional charge to Citizens, Vendor agrees to provide all Services reasonably related to the continued servicing and maintenance of the Extending Policy.

Additionally, at any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Citizens may request Vendor to provide transition assistance services ("Transition Assistance"). Vendor shall provide such Transition Assistance until Citizens notifies Vendor that Citizens no longer requires such Transition Assistance, which shall in no event be more than one-hundred and eighty (180) days following the Termination Date.

12.3.1 Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the Services provided to that purchaser by a vendor are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Vendor agrees that it will cooperate with such successor vendor. As reasonably required by Vendor, Citizens shall cause any successor vendor to execute Vendor's non-disclosure agreement.

12.3.2 Transition Assistance rendered before the Termination Date shall be

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

provided at no additional cost to Citizens. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the Parties prior to the rendering of the post-termination Transition Assistance, except with respect to Extending Policies as set forth above. Such rates shall not exceed the standard market rates Vendor charges to government entities for comparable services; provided however, that if Citizens terminates this Agreement because of a breach by Vendor, then the post-termination Transition Assistance shall be provided at no cost to Citizens. Vendor may withhold Transition Assistance after the Termination Date if Citizens does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Vendor.

13. Disputes.

- 13.1 Dispute Resolution Process. Vendor acknowledges that Citizens is not an agency for purposes of the Florida Administrative Procedure Act, Chapter 120, Florida Statutes. Prior to commencing any litigation relating to this Agreement, the Parties agree that they will attempt to resolve any dispute through non-binding mediation. The Parties agree that, if a disagreement arises as to the terms or enforcement of any provision of this Agreement, each Party shall in good faith attempt to resolve the disagreement prior to the filing of a lawsuit or commencing a legal action. Vendor acknowledges that any dispute or disagreement under this Agreement relating to Citizens Confidential Information shall not be subject to the foregoing dispute resolution process.
- 13.2 Jurisdiction and Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been made in the State of Florida and shall be subject to, and governed by, the laws of the State of Florida, and no doctrine of choice of law shall be used to apply any law other than that of the State of Florida. Each Party hereby irrevocably consents and submits to the exclusive jurisdiction of the Circuit Court of Leon County, Florida, for all purposes under this Agreement, and waives any defense to the assertion of such jurisdiction based on inconvenient forum or lack of personal jurisdiction. The Parties also agree to waive any right to jury trial.
- 13.3 The provisions of this Section shall survive the termination of this Agreement.

14. Records; Audits; Public Records Laws.

- 14.1 Record Retention. Vendor shall retain all records relating to this Agreement for the longer of: (a) three (3) years after the termination of this Agreement; or, (b) the period specified by Citizens as necessary to comply with Florida law.
- 14.2 Right to Audit Records. Citizens shall have reasonable access to Vendor's facilities and the right to review and audit any of Vendor's records relating solely to this Agreement, upon written notice to Vendor of at least three (3) business days. Vendor shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this Section. Vendor shall cooperate with auditor(s) and, provide requested documentation in a timely manner (preferably within five (5) business days). Vendor must resolve any deficiencies discovered during the audit within ninety (90) calendar days from being reported. Citizens may extend the response time period in its sole discretion. Citizens has the right to conduct follow-up audit procedures to assess Vendor's corrective action(s). Any entity performing auditing services

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

pursuant to this Section shall execute a non-disclosure agreement with regard to Vendor's proprietary information, unless precluded from doing so by law. Vendor agrees to reimburse Citizens for the reasonable costs of investigation incurred by Citizens for investigations of Vendor's compliance with this Agreement which result in termination for cause or in regulatory or criminal penalties in connection with performance of this Agreement. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; expert witness fees and, documentary fees.

- 14.3 Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.

14.3.1 Protection of Vendor's Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various protection of vendor's trade secrets and financial information. In order to protect any information provided to Citizens that vendor considers to be protected from disclosure under Florida law ("Vendors Confidential Information") Vendor should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

14.3.2 Responding to Request for Vendor Confidential Information. If Citizens receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Vendor's Confidential Information, it shall promptly notify Vendor in writing, or electronically. To the extent permitted by law, Citizens shall not produce Vendor's Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor's Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor's Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor's Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws then Vendor shall be solely responsible for defending its position, or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor's position. Vendor also agrees to indemnify and hold harmless any Citizens Indemnitee for any Claims, including attorneys' fees, costs, and expenses incidental thereto, incurred by Citizens in connection with this Section.

14.3.3 Vendor's Duty to Forward Records Requests to Citizens. Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens' Records Custodian and forward the PRR to Citizens' Records Custodian for logging and processing. Citizens' Records Custodian's email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

- 14.3.4 Additional Duties. To the extent Vendor is "acting on behalf of" Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens' Records Custodian, provide Citizens 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that 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 term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; OR (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 14.4 Vendor's Failure to Respond to Public Records Request. Vendor must comply with Citizens' request for records, including all documents, papers, letters, emails, or other materials in conjunction with this Agreement, within thirty (30) calendar days of Citizens' request. Vendor's failure to comply with Citizens request may be subject to penalties in accordance with Chapter 119.10, Florida Statutes. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

14.5 The provisions of this Section shall survive the termination of this Agreement.

15. Security and Confidentiality.

- 15.1 General Requirements. Vendor shall implement and maintain appropriate safeguards to: (a) ensure the security and confidentiality of Citizens Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of Citizens Confidential Information; and, (c) protect against unauthorized access to or use of Citizens Confidential Information that could cause harm or inconvenience to Citizens or any customer of Citizens.
- 15.2 Implementation of NIST 800-53 Controls. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor agrees to implement the privacy and security controls that follow the guidelines set forth in NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time.
- 15.3 Data Encryption. Vendor and Vendor Staff will encrypt all electronic data and communications containing Citizens Confidential Information using a strong cryptographic protocol that is consistent with industry standards.
- 15.4 Data Storage. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff shall not store Citizens Confidential Information on portable external storage devices or media (such as "thumb drives," compact disks, or portable disk drives).
- 15.5 Data Export. Except as permitted in writing by Citizens' Contract Manager or designee, Vendor and Vendor Staff are prohibited from: (a) performing any Services outside of the United States; or, (b) sending, transmitting, or accessing any Citizens Confidential Information outside of the United States.
- 15.6 Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
- 15.7 Labeling of Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information must be conspicuously labeled or marked so that the individual viewing or receiving the information understands that the information is confidential.
- 15.8 Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
- 15.9 Transmission of Confidential Information Materials. In the event it is necessary to transport materials containing Citizens Confidential Information via mail, parcel delivery service or other means, Vendor Staff must subsequently verify that such materials have been received by the intended parties.

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

- 15.10 Disposal of Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third party shredding company is permissible).
- 15.11 Authority to Disclose Confidential Information to Others. Vendor acknowledges and agrees that any Citizens Confidential Information disclosed to or acquired by Vendor is disclosed and/or acquired solely for the purposes of facilitating the provision of the Services. Vendor shall restrict access to Citizens Confidential Information to Vendor Staff who will actually perform Services and Vendor shall provide such Vendor Staff with work environments that protect against inadvertent disclosure to others. Vendor shall be solely responsible for informing any individual or entity with access to Citizens Confidential Information of the provisions of this Agreement and shall be responsible for any acts of those individuals and entities that violate such provisions.
- 15.12 Unauthorized Disclosure of Confidential Information. Vendor will notify Citizens as soon as possible of any potential or actual unauthorized disclosure, misuse, or misappropriation of Citizens Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. Pursuant to Section 501.171, Florida Statutes, if Vendor maintains computerized data that includes personal information, as defined in such statute, on behalf of Citizens, Vendor shall disclose to Citizens any breach of the security of the system as soon as practicable, but no later than ten (10) days following the determination of the breach of security or reason to believe the breach occurred.
- 15.13 Return of Confidential Information. During the term of this Agreement upon Citizens written request or upon the termination of this Agreement for any reason, Vendor shall promptly return to Citizens all copies, whether in written, electronic or other form or media, of Citizens Confidential Information in its possession, or securely dispose of all such copies, and certify in writing to Citizens that Citizens Confidential Information has been returned to Citizens or disposed of securely.
- 15.14 Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately inform Citizens in writing of such inability and such inability on Vendor's part will serve as justification for Citizens' termination of this Agreement, at Citizens' sole election, at any time after the inability becomes known to Citizens.
- 15.15 Remedies. Vendor acknowledges that breach of Vendor's obligation of data security and confidentiality may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section, in addition to any other legal remedies which may be available, including, at the sole election of Citizens, the immediate termination, without penalty to Citizens, of this Agreement in whole or in part.
- 15.16 Subcontractors. Except as permitted in writing by Citizens' Contract Manager or designee, the provisions of this Section shall apply to each of Vendor's subcontractors at any level who obtain access to Citizens Confidential Information in connection with this Agreement.

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

15.17 The provisions of this Section shall survive the termination of this Agreement.

16. Miscellaneous.

- 16.1 Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 16.2 Vendor Conflicts of Interests. Vendor, and all principals in its business, must execute a Conflict of Interest Form as required by Citizens. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 16.3 No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 16.4 Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 16.5 Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement.
- 16.6 Subcontracting. Vendor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Citizens' prior written consent and any attempt to do so shall be void and without effect. Citizens' consent to Vendor's request to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 16.7 Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 16.8 Headings. The sections and headings herein contained are for the purposes of

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

identification only, and shall not be considered as controlling in construing this Agreement.

- 16.9 Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected" or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in disciplinary action, up to and including contract termination. Vendor may only use the approved Citizens logo, which is available for download at: <https://www.citizensfla.com/about/mediaresources.cfm>.
- 16.10 Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 16.11 Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.
- 16.12 Modification of Terms. This Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 16.13 Assignments. This Agreement shall inure to the benefits of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Nothing herein shall be construed as creating any personal

ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT

liability on the part of any officer, employee or agent of Citizens.

- 16.14 Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 16.15 Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 16.16 Force Majeure. Neither Party shall be responsible for delays in performance if the cause of the delay was beyond that Party's control (or the control of its employees, subcontractors or agents). To be excused from a delay in delivering a Service, Vendor must notify Citizens in writing of the delay and describe the cause of the delay within five calendar days after the date Vendor knew or should have known that the delay would occur. If the delay is justified, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to an increase in this Agreement price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays, disruptions, interferences, or hindrances. This Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information under this Agreement.
- 16.17 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

[Signature Page Follows]

**ITN 16-0023
ATTACHMENT I
DRAFT CONTRACT**

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

VENDOR

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Signature

Print Name

Title

Date Signed