

**FIRST AMENDMENT TO FLORIDA AUTO AUCTION PROPERTIES, LLC d/b/a  
ORLANDO LONGWOOD AUTO AUCTION LEASE**

THIS FIRST AMENDMENT TO LEASE is dated as of the 27 day of September 2022 and is to that Lease entered into on the 22nd day of November, 2016, and renewed on August 13, 2019, by and between **FLORIDA AUTO AUCTION PROPERTIES, LLC, d/b/a ORLANDO LONGWOOD AUTO AUCTION**, whose address is 2800 N. U.S. Highway 17-92, Longwood, Florida 32750, in this First Amendment referred to as "TENANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment referred to as "LANDLORD".

**WITNESSETH:**

**WHEREAS**, TENANT and LANDLORD entered into the above referenced Lease on November 22, 2016, to lease a portion of LANDLORD's property located at 2925 N. U.S. Highway 17-92, Longwood, Florida 32750; and

**WHEREAS**, TENANT and LANDLORD entered into the First Renewal on August 13, 2019; and

**WHEREAS**, the Lease is currently set to expire on November 30, 2022 with only one 3-year renewal to the Lease remaining,

**WHEREAS**, the parties desire to amend the Lease to extend the term through November 30, 2028, to amend Sections 2, 3, 13, and 15, and to enable both parties to continue to enjoy the mutual benefits it provides,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Lease as follows:

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1. Section 2 of the Lease is deleted and replaced with the following:

**Section 2. Term.** The term of this Lease commences on December 1, 2016, and ends on November 30, 2028, unless terminated sooner as provided in the Lease.

2. Section 3 of the Lease is deleted in its entirety and replaced with the following:

**Section 3. Rent; Annual Rent Adjustment**

(a) Commencing December 1, 2016, and ending November 30, 2017, the annual rent to be paid by TENANT for the Leased Premises is One Hundred Thousand and No/100 Dollars (\$100,000.00), payable to LANDLORD in monthly installments with the first monthly rental payment to be Eight Thousand Three Hundred Thirty-Three and 37/100 Dollars (\$8,333.37) and the remaining eleven monthly rental payments to be Eight Thousand Three Hundred Thirty-Three and 33/100 (\$8,333.33).

(b) Monthly rental payments will increase by two percent (2%) commencing December 1, 2017 and continuing on December 1 of each subsequent year until November 30, 2022.

(c) Commencing December 1, 2022 and continuing on December 1 of each subsequent year until November 30, 2028, the rent will be increased by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year. It is TENANT's responsibility to calculate these adjustments timely



and provide written notice of the adjusted rent to LANDLORD.

(d) TENANT shall submit the monthly rent payments to Contracts and Leasing Coordinator, 205 West County Home Road, Sanford, FL 32773.

3. Section 13 of the Lease Agreement is deleted and replaced with the following:

**Section 13. Insurance.**

(a) TENANT, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Lease and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department.

(1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by TENANT will relieve TENANT of its full responsibility for liability, damages, and accidents.

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by TENANT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of TENANT.

(3) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then TENANT shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and TENANT shall remedy any deficiencies in the policies of insurance within ten (10) days.

(4) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of TENANT or any other party.

(b) General Requirements.

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(1) Prior to taking possession of the Leased Premises, TENANT shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, TENANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, TENANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by TENANT.





(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer. Professional Liability policies may have cost of defense within limits.

(5) Seminole County, Florida must be named as Loss Payee on all Property Insurance required by this Agreement.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(7) Coverage: The insurance provided by TENANT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by TENANT.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements:



(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2022), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TENANT shall immediately notify COUNTY as soon as TENANT has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TENANT will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of TENANT, TENANT, at TENANT's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C.



Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by TENANT and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(2) Workers' Compensation/Employers' Liability.

(A) TENANT's insurance must cover TENANT and its subcontractors of every tier for those sources of liability that would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.



(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(D) If TENANT asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2022), as this statute may be amended from time to time, TENANT shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

(E) If TENANT is using an employee leasing company, TENANT must complete the COUNTY'S Leased Employee Affidavit.

(3) Business Auto Policy.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations





governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(4) Excess/Umbrella Liability.

(A) TENANT's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(5) Garagekeepers Liability.

(A) TENANT shall carry Garagekeepers Liability Insurance covering liability arising out of TENANT'S operations on LANDLORD'S property.

(B) The minimum limits to be maintained by TENANT are as specified in Exhibit C.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting TENANT's liability under the provisions of Section 13 concerning indemnification or any other provision of this Agreement.

4. Section 15 of the Lease is deleted and replaced with the following:

**Section 15. Termination.** If LANDLORD requires all or any portion of the Leased Premises for other Seminole County purposes, LANDLORD may terminate this Lease as to such required entirety or portion of the Leased Premises upon ninety (90) days' prior written notice to TENANT. If LANDLORD partially terminates this Lease as to a portion of the Leased Premises, the annual rent in effect at the time of such partial termination, pursuant to Section 3 of this Lease,

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will be prorated on the following basis: (1) forty percent (40.0%) of the annual rent in effect for the three thousand (3,000) square foot building; and (2) one divided by four hundred ninety (1/490) multiplied by sixty percent (60.0%) of the annual rent in effect for each striped paved parking space, which is based on a total of 490 striped paved parking spaces.


5. Except as modified by this First Amendment, all terms and conditions of the Lease remains in full force and effect for the term of this Lease, as amended by this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

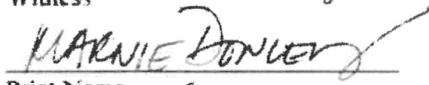
ATTEST:

FLORIDA AUTO AUCTION  
PROPERTIES, LLC, d b a ORLANDO  
LONGWOOD AUTO AUCTION

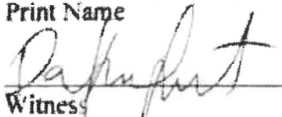
By: SOUTH FLORIDA AUTO AUCTION OF  
FT. LAUDERDALE, INC.  
Its Manager/Member

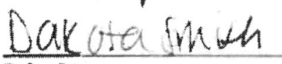
  
Witness

By:   
CHERYL LORENZ, President

  
Print Name

Date: 8.4.22

  
Witness

  
Print Name

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ATTEST:

GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
County Attorney

DGS/dsk  
7/19/2022

T:\Users\Legal Secretary CSB\Public Works\Leases\2022\Florida Auto Auction First Amendment(alt ver.).docx

Attachment:

Exhibit C – Insurance Requirements

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:

  
BOB DALLARI, Chairman

Date:

9/27/2022

As authorized for execution by the Board of  
County Commissioners at its September 27,  
2022, regular meeting.

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**FLORIDA AUTO AUCTIONS PROPERTIES LLC LEASE**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal and Advertising Injury
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
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D. Garagekeepers Liability: \$1,000,000 Per Occurrence

E. Umbrella/Excess Liability: \$5,000,000 Each Occurrence

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

~~ End Exhibit C ~~

