

**STAGING AREA AGREEMENT**  
**SIMS MIDDLE SCHOOL**  
**5500 Education Drive**

THIS STAGING AREA AGREEMENT is made and entered into as of the 11th day of July, 2019 ("**Agreement**") by and between the School District of Santa Rosa County ("**Grantor**") and Gulf Power Company, a Florida corporation with an address at One Energy Place, Pensacola, FL 32520 ("**GPC**")

WITNESSETH:

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, GPC will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of GPC, its contractors, and other utilities assisting GPC, and

WHEREAS, the staging areas will be secured by GPC against theft, vandalism, and site abuse, and temporary lighting will be provided by GPC and used during darkness, and

WHEREAS, Grantor is willing to provide a staging area for as long as reasonably necessary for GPC to reinstall electric service, and

WHEREAS, GPC understands that this site is only to be used if school is not in session. GPC will be notified and must be willing to vacate school property within 24 hours of school district's decision to resume normal school activities, and

WHEREAS, GPC agrees that upon the completion of the company's storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to GPC the use and control of the staging area described in **Exhibit A** to perform the functions described in the recitals above on an "as needed" basis and that no compensation or other consideration is to be provided by either party.

2. GPC agrees to protect, defend, indemnify and hold Grantor, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Grantor Entities**") free and unharmed from and against any and all third party claims (including employees of GPC, other utilities assisting GPC, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorneys' fees resulting from or in connection with the use of the staging area by GPC and its contractors, including ingress and egress thereto, unless such claims are caused by Grantor's intentional acts or negligence. GPC will also reimburse Grantor Entities for damages

sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting GPC.

3. GPC will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, GPC will restore at its sole cost the property to at least its original condition. If Grantor shall elect to supply water, gas, electricity, or any other utility service, GPC agrees to purchase same from Grantor and to pay the reasonable charges therefor when bills are rendered at the applicable rates. GPC shall use reasonable diligence in the conservation of these utilities.

4. This Agreement shall be for a term of one (1) year commencing on the date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the Agreement will not be renewed for the following year.

**5. The parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of either party.**

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

**Grantor:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_

**GPC:**

Gulf Power Company  
A Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Gulf Power Claim Contact Information**

Julie L. Jones, Gulf Power Company – Bin 703, One Energy Place, Pensacola, FL 32520  
Phone: (850) 444-6686 Fax: (850) 444-6273

**PLEASE SEND A COPY OF ALL SIGNED AGREEMENTS TO JULIE JONES AT BIN 703**

## **EXHIBIT A**

### **Description of Staging Area**

As an attachment to the Staging Area Agreement between made and entered into as of the 11<sup>th</sup> day of July, 2019 and between ("**Grantor**") the Santa Rosa School District and Gulf Power Company, a Florida corporation ("**GPC**").

An area described on this date as vehicles may be staged in lots indicated on Exhibit A photo. Vehicles may be staged in parking lot located on the East side of the school, and on the grass play field located between Sims Middle and SS Dixon Intermediate Schools.

This facility will be used by First Responders; therefore no lodging will be available.

