

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 22 day of January 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Silver Spur Christian Camp and Retreat Center (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>13,341.60</u> for Services	<u>197</u> - <u>0343</u> - <u>10</u> - <u>5895</u>	\$ <u>1,195.73</u>
The basis of the fee for Services shall be as follow	<u>197</u> - <u>4343</u> - <u>10</u> - <u>5895</u>	\$ <u>12,145.87</u>
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.		

BUDGET CODE(S)

Check One:

- ☐ Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- ☒ Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- ☐ Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on January 22, 2019. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her Designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or
his/her Designee

General Counsel

9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Silver Spur Christian Camp and Retreat Center
Attn: Kristen Hughes
Address: 17301 Silver Spur Dr
Tuolumne, CA 95379
Phone: 209-928-4248
Fax: 209-928-3899
Tax ID #: 94-6050050

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

Dates: April 24, 2018 - April 26, 2018

4th and 5th grade students all have the opportunity to attend outdoor education. Outdoor education to align with 4th and 5th grade curriculum.

Outdoor education includes but is not limited to:

- Silver Spur Trails
- Sports Equipment
- Lodge
- Silver Creek
- Lodge & Silver Creek Pools

Payment plan per Silver Spur Christian Camp and Retreat Center's Facilities and Services Agreement:

"3a. The Guest Group's initial payment of \$2,668.32 is enclosed with this Agreement."

"6d. The Guest Group agrees to sign and return this agreement with the initial payment on or before 11/15/2018 or it is understood that Silver spur is free to negotiate with another group for the Event time, facilities and services described above and on the Contract Summary."

"3b. The Guest Group agrees to make a second payment in the amount of \$5,336.64 on or before 3/25/2019"

"3c. The Guest Group agrees to make a third payment in the amount of \$5,336.64 upon arrival"

"3d. Before the departure of the Guest Group from Silver Spur, the Guest Group will provide the information necessary to enable Silver Spur to complete a final invoice for the Event. The Guest Group agrees to make final payment within 15 business days after receipt thereof. A late charge of one percent (1%) per month will be assessed to the balance of past due accounts."

Contract amount subject to change due to the number of students attending. \$166.70 per student, \$118.00 per adult (teachers/counselors). Current contract includes 68 students and 17 adults (teachers/counselors). Teachers include: Kim Grewe, Alli Cornwall, and Myrna Fanucchi. Counselors are high school volunteers.



R111408

Silver Spur Christian Camp and Retreat Center

17301 Silver Spur Drive • Tuolumne, CA • 95379

Phone: (209) 928-4248

Facilities and Services Agreement

This Facilities and Service Agreement (the Agreement) between **Silver Spur Christian Camp & Retreat Center** (Silver Spur) and **Wren Avenue Elementary School 4th-5th Grades 2019**, is effective as of **1/22/2019**. Silver Spur and the Guest Group desire to set forth their agreement concerning the Guest Group's use of the facilities and services of Silver Spur.

EVENT INFORMATION

- 1a. Sponsoring Church or Organization: **Wren Avenue Elementary School**
Address: **3339 Wren Ave** City: **Concord** State: **CA** Zip Code: **94519**
Phone 1: **(925) 685-7002** Phone 2: **925-914-1155** Fax:
- 1b. Contact Name: **Myrna Fanucchi**
- 1c. Event Name: **Wren Avenue Elementary School 4th-5th Grades 2019**
- 1d. Event Beginning Date: **4/24/2019**

GUARANTEES

- 2a. The attached *Contract Summary* (the *Summary*) totaling **\$13,341.60** represents the Guest Group's minimum financial guarantee to Silver Spur for the facilities and services requested.
- 2b. The Guest Group agrees to pay all fees noted in the *Summary* plus any other fees that may be incurred due to increased attendance, use of additional facilities and/or equipment, damage, and/or provision by Silver Spur of any other service not currently noted on the *Summary*.
- 2c. The Guest Group agrees that, should the Guest Group choose not to utilize any or all facilities or lodging noted on the *Summary*, and/or choose not to eat any meal(s) noted thereon, there will be no reduction of fees below that which is noted on the *Summary*. The Guest Group agrees to meet the entire financial obligation to Silver Spur for the full amount of the minimum guarantee noted in section 2a.
- 2d. The Guest Group agrees that in extreme situations, Silver Spur may adjust the stated rates on the *Summary* up to thirty (30) days prior to the Event provided written notice is served to the group "contact" noted above.
- 2e. The Guest Group agrees that, if the Guest Group has requested lodging or meals, Silver Spur will make available additional beds and/or meals at the per bed/meal rate stated in the *Summary* to accommodate additional guests. The additional number of beds/meals that will be set aside shall be limited to twenty (20) percent of the daily number of beds/meals guaranteed on the *Summary*. The additional number of beds/meals set aside, however, will not be less than ten (10) nor more than fifty (50). The Guest Group agrees to notify Silver Spur of any intention to use the additional beds/meals on or before **3/25/2019**. If the Guest Group fails to make such notification, any obligation Silver Spur may have had to hold such space shall be waived.

PAYMENTS

- 3a. The Guest Group's initial payment of **\$2,668.32** is enclosed with this Agreement.
- 3b. The Guest Group agrees to make a second payment in the amount of **\$5,336.64** on or before **3/25/2019**
- 3c. The Guest Group agrees to make a third payment in the amount of **\$5,336.64** upon arrival
- 3d. Before the departure of the Guest Group from Silver Spur, the Guest Group will provide the information necessary to enable Silver Spur to complete a final invoice for the Event. The Guest Group agrees to make **final payment within 15 business days** after receipt thereof. A late charge of one percent (1%) per month will be assessed to the balance of past due accounts.
- 3e. The Guest Group agrees that, should the Guest Group fail to make payments in accordance with these provisions, Silver Spur will not grant access to any Silver Spur facilities nor shall Silver Spur be obligated to provide any services until such payment is made.
- 3f. The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

REQUEST FOR ADDITIONAL FACILITIES/SERVICES

4. The Guest Group agrees that failure to make payment in accordance with this Agreement does not remove any obligation that the Guest Group may have to do so.

CANCELLATION

5. The Guest Group agrees that cancellation or reduction of this contract is possible only if Silver Spur is able to arrange a replacement group. If a replacement group is arranged that generates comparable or greater income, all but \$100.00 of the payments made will be refunded. If no arrangement is possible or if a replacement group generates less than the Contract Summary amount, the Guest Group agrees that it will pay the full minimum financial requirements of this Agreement or the difference between the Contract Summary amount and the amount generated by the replacement group, whichever is less.

GOVERNING GUIDELINES

- 6a. The Guest Group agrees to respect the beliefs and goals of Silver Spur, and to do nothing by word or act, or allow any member of the Guest Group to do likewise, that will in any way detract from or be offensive to same.
- 6b. The Guest Group will abide by the guidelines described in the Silver Spur *Guest Group Handbook* (which is incorporated herein by reference) as well as those contained in any other literature provided or that are posted on the grounds. The Guest Group accepts the responsibility of communicating these guidelines to the leadership of the Event and will follow through to ensure compliance.

- 6c. It is agreed that the Guest Group will arrive no sooner than nor will vacate the grounds any later than what is designated on the attached *Contract Summary*. The Guest Group also agrees that the Guest Group's participants may not occupy any lodging facilities prior to 3:00 p.m. on the date of arrival and shall vacate lodging prior to breakfast on the designated date of departure. **Failure to vacate lodging or any other facilities at the designated time(s) may result in the Guest Group being charged a late check-out fee not to exceed the daily published rate for each facility so affected.**
- 6d. The Guest Group agrees to sign and return this agreement with the initial payment on or before **2/12/2019** or it is understood that Silver Spur is free to negotiate with another group for the Event time, facilities and services described above and on the *Contract Summary*.
- 6e. The Guest Group agrees that this *Agreement* is not binding until a copy bearing signature of both parties involved is mailed to the person shown above as being the "contact" for the Guest Group.
- 6f. On or before **3/25/2019**, the Guest Group agrees to provide Silver Spur with a written copy of its program schedule, completed facility layout plans, additional facility and equipment requests and a final estimate of attendance. Silver Spur will assign final facilities once the information has been received.

INDEMNITY AND DAMAGES

- 7a. The Guest Group agrees to indemnify and hold Silver Spur harmless from all claims, losses, injuries, damages, expenses, fees including attorney fees, costs, and judgments that may be asserted against Silver Spur resulting from the Guest Group's acts or omissions and/or that of any of the Guest Group's guests, employees, agents, or representatives, or by reason of the Guest Group or the Guest Group's guests' presence on Silver Spur's campus. The Guest Group also agrees to provide insurance coverage in accordance with the Silver Spur *Guest Group Handbook*.
- 7b. The Guest Group agrees that its group is requested to place in order all facilities used prior to the group's departure from Silver Spur. The Guest Group agrees to pay or reimburse Silver Spur for any additional cleaning in excess of that which is usual and customary and for all losses and damages resulting from the Guest Group's guests' use of the facilities and services of Silver Spur.

ASSIGNMENT OF RIGHTS

8. The Guest Group agrees not to assign or transfer this *Agreement*, nor any interest in this *Agreement*, and that any action in violation of this provision will discharge the obligations of Silver Spur under this *Agreement*.

RESERVATION OF RIGHTS

9. Silver Spur reserves the right to:
- Enter any room at any time for the purpose of inspection, repair, or emergency;
 - Reassign group members to alternate lodging;
 - Revoke privileges, including residence in or use of any building or facility, of any group member whose conduct, in Silver Spur's sole discretion, becomes injurious or potentially injurious to Silver Spur and/or the neighboring community; and
 - Change, without penalty, any facility or building reserved by, or guaranteed to, the Guest Group and provide a suitable substitute building or facility if such change is necessitated by situations beyond Silver Spur's control.

IMPOSSIBILITY AND IMPRACTICALITY

10. If Silver Spur's performance of this *Agreement* or any obligation under this *Agreement* is prevented, restricted, or interfered with by a cause beyond Silver Spur's reasonable control, and if Silver Spur gives the Guest Group prompt written notice of such cause, then the obligations of Silver Spur shall be removed. Causes beyond Silver Spur's reasonable control shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars. The Guest Group agrees to pay for facilities used and services rendered up to the time of the cause removing Silver Spur's obligations.

ENTIRE AGREEMENT

11. ~~This Agreement contains all of the promises and covenants of Silver Spur and the Guest Group. There are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior oral or written agreements between the Guest Group and Silver Spur related to this event.~~

SEVERABILITY

12. If any provision of this *Agreement* is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of the *Agreement* invalid and unenforceable, but that by limiting the provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW

13. This *Agreement* shall be governed by the state of California.

I, the undersigned, have read the Silver Spur Christian Camp & Retreat Center's *Guest Group Handbook* and both sides of this *Agreement* and agree to abide by their contents. I also certify that I may act as an agent for the Guest Group in matters of contract and financial encumbrance. Should the Guest Group fail to make payment, I agree to be held individually responsible for the financial obligation shown above.

Agent for the Guest Group

Name: Jose Espinoza

Signature: [Signature]

Title: Asst Superintendent

Date: _____

Agent for Silver Spur

Name: _____

Signature: _____

Title: _____

Date: _____

Churches, businesses and organizations must return proof of event insurance naming Silver Spur as co-insured with this contract.

R111408



17301 Silver Spur Drive • Tuolumne, CA • 95379

spurcamp@silverspur.com

PH: (209) 928-4248 • FAX: (209)928-3899

Contract Summary

Group #: 687

January 22, 2019

Wren Avenue Elementary School
 Wren Avenue Elementary School 4th-5th Grades 2019
 Myrna Fanucchi
 3339 Wren Ave
 Concord CA 94519

Charges

Wren Avenue Elementary School 4th-5th Grades 2019: 4/24/2019 to

Date	Quantity	Description	Rate	Amount
04-24-19		Arrival Time 12:00 PM (Dinner first meal)		\$0.00
04-24-19	68	Contractual Minimum 02 nt / 06 ml Student 2019 Lodge Fess	\$166.70	\$11,335.60
04-24-19	17	Contractual Min 02 nt / 06 ml Adult 2019 Lodge Fess	\$118.00	\$2,006.00
04-26-19		Departure Time 11:30 AM (with Bag Lunches)		\$0.00

\$13,341.60

Payments

Total Charges:	\$13,341.60
Payments:	\$0.00
Postdated Payments:	\$0.00

Amount Due: \$13,341.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brandy L Battres CISR
Church & Casualty Ins Agency Inc	PHONE (A/C, No, Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521
3440 Irvine Ave	E-MAIL ADDRESS: brandy@churchandcasualty.com
Newport Beach CA 92660	INSURER(S) AFFORDING COVERAGE
	INSURER A: Church Mutual Insurance Co NAIC # 18767
INSURED	INSURER B:
CONSERVATIVE BAPTIST ASSOCIATION OF NORTHERN	INSURER C:
17301 SILVER SPUR DR	INSURER D:
TUOLUMNE CA 95379-9638	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL18102584469

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		0106098-02-973970	02/14/2017	02/14/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0106098-02-973970	02/14/2017	02/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0106098-81-997023	05/23/2017	05/23/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0106098-07-105144	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance for work performed by Silver Spur Camp Staff for the Outdoor Education Program Camp for Wren Avenue Elementary located on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA on April 24-26, 2019. Mt Diablo Unified School District, its officers, officials, agents, & volunteers are named additional insured but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. *Refer to A2014 Endorsement. 10*days for nonpayment of premium and 30*days for any other reason. **Refer to A267.1 Blanket Additional Insured Endorsement.

CERTIFICATE HOLDER

CANCELLATION

Mt Diablo Unified School District 1936 Carlotta Drive Concord CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):		
Name: Mt Diablo Unified School District, its officers, officials, agents, & volunteers		
Address: 1936 Carlotta Drive		
Concord City	CA State	94519 Zip
Activity: Evidence of Insurance for work performed by Silver Spur Camp Staff for the Outdoor Education Program Camp for Wren Avenue Elementary located on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA Policy #0106098-02-973970		
Date(s): April 24-26, 2019		

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

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A2014 (12-07)

Copyright, Church Mutual Insurance Company, 2007
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS – BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

(1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.

(2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Sub paragraphs (iv) or (vi); or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.
3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:
- (a) The independent acts or omissions of such additional insured.
 - (b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (i) The occurrence of any "bodily injury" or "property damage"; or
 - (ii) The commission of any offense which caused "personal and advertising injury."
 - (c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.