

R 103481 DEL AIR
R 103458 Meadow Flumes
R 99357 Rio Vista

YMCA of the East Bay, Camp Arroyo Use Agreement Standard Terms

This use of facilities Agreement is between the YMCA of the East Bay, a California non-profit corporation (hereinafter referred to as "YMCA") and Mt. Diablo Unified School District (hereinafter referred to as "User"). The Agreement provides for use of Camp Arroyo (hereinafter referred to as "Facility") for the activities and purposes as detailed below. Dates of use and financial considerations are addressed in the attached Facility Contract (a separate document), and both documents must be completed for this Agreement to be finalized.

IN FURTHER CONSIDERATION OF RECEIVING PERMISSION TO ENTER CAMP ARROYO FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the YMCA of the East Bay, The Taylor Family Foundation and East Bay Regional Parks District, or any of their directors, officers, employees, and agents (hereinafter referred to as "Releasees") from liabilities, claims, expenses (including attorney's fees), demands, suits or costs for injuries to, or death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of an error, omission or negligent act of User.
2. User shall be in compliance with all Insurance Requirements attached in Exhibit A and incorporated herein to this Agreement.
3. USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from User's operations at and use of Camp Loma Mar, including but not limited to, use of the Releasees' equipment or facilities, that is the result of an error, omission or negligent act of the User, its officers, agents, invitees or employees."

In the event that any portion of this Agreement results in a violation of any law of the State of California, the parties agree that such portion shall be severable, and that the remaining provisions of this Agreement shall continue in full force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) **USE:** User is granted the permit to use Camp Arroyo on the dates set forth in the Facility Contract.
- (b) **ASSIGNMENT:** User shall not assign or sublet this Agreement or any portion thereof without the prior written consent of the YMCA.
- (c) **INSURANCE:** User shall provide certificates and all endorsements of the required insurance as indicated in Exhibit A, attached, that are updated annually and provide notice of cancellation to YMCA. A copy of the certificates and all endorsements must be provided to the YMCA at least 15 days in advance of Users arrival at camp.
- (d) **FOOD SERVICE:** YMCA shall provide meals as set forth in the Facility Contract. User shall inform YMCA of the number of individuals for food service not less than two weeks

prior to the beginning of camp. YMCA shall provide all meals. No individual shall be permitted to use the kitchen or to prepare food at any time.

(e) **CONDITIONS:** As a condition to holding this camp and receiving this use permit, User shall comply with each of the following conditions:

- i. User shall not violate any city, county, or state law in or about the said Facility and shall comply with all camp rules and regulations now in force or subsequently adopted.
- ii. Camp Arroyo has a maximum sleeping capacity of 144. Sleeping outdoors or in tents is not permitted.
- iii. User agrees to complete and return the following forms and any additional forms that may be subsequently requested by the YMCA: Needs Assessment & Meal Planning Form, Cabin Housing Form, Adventure Groups Form, Table Groups Form.
- iv. The User shall provide the YMCA at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. The User will remain responsible for no less than 85% of the guaranteed minimum, regardless of the actual number of students attending as stipulated in the Facility Contract.
- v. The camp sessions shall be conducted under the overall personal supervision of User's Camp Director who will coordinate, control and supervise all camp activities. User's Camp Director may designate a substitute camp director as long as said substitute meets established qualification guidelines (e.g. CPR, First Aid certified etc.) and is covered by the insurance provided. User's Camp Director is responsible for immediately communicating in writing any unsafe conditions or problems to the YMCA at Camp Arroyo's Camp Director.
- vi. It is recommended to the User's designated Camp Director that appropriate screening policies are in place for staff that he or she may supervise, who have direct access to youth and/or campers.
- vii. Any additions to the site made by the User shall only be temporary in nature; and approved by YMCA Camp Loma Mar in writing prior to installation; and comply with the list of approved temporary additions /changes attached to this Agreement and marked Exhibit A, when applicable to User's camp. User is responsible for the removal and, if necessary, the disposal, of all materials used in the temporary addition.
- viii. No signs or barriers shall be placed or used in the Camp without the prior written authorization of the YMCA. Nothing shall be nailed or tacked to trees or other vegetation or structures.
- viii. User shall be responsible for and its insurance shall apply to all participants, guests, invitees and/or entrants in all circumstances.

(f) **UTILITIES:** The YMCA of the East Bay shall provide water, electricity, and garbage disposal on a "normal use" basis without charge to the User.

(g) **JANITORIAL:** The YMCA shall provide janitorial service prior to User's arrival and after User's departure. User agrees be responsible for the cleaning of the cabins during its stay. User agrees to pay for all damage to any portion of the Facility incurred during User's stay.

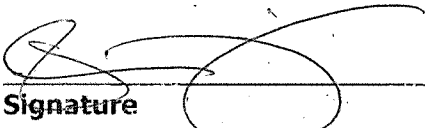
(h) **HEALTH & SAFETY:** User shall be solely responsible for all first aid and medical supervision or treatment.

- i. User agrees to furnish qualified staff for health care needs and supervision, including, but not limited to, CPR/First Aid and AED certification.
- ii. User shall bring and have available at all times a current list of participants that includes: names, and addresses, emergency contact information, allergies and health conditions and in addition for each minor under the age of 18, a signed form granting permission to User for emergency medical treatment or a signed waiver

- (n) **ATTORNEYS' FEES:** If legal action shall be brought by either of the parties in connection with this Agreement, the party prevailing in said action shall be entitled to recover from the party not prevailing its costs of suit and reasonable attorneys' fees, which shall be fixed by the court.
- (o) **SPECIAL RIGHT OF TERMINATION FOR BREACH:** In the event, after warning by authorized YMCA personnel, User continues to fail to perform, any requirement of this Agreement, YMCA shall have the right to terminate this Permit by notice to any officer of User, User's Camp Director or substitute or other User personnel in charge, whereupon User shall immediately terminate its use of the Facility and cause all participants to promptly remove any equipment or other personal property owned by User's participants.
- (p) **CANCELLATION:**
 - i. The YMCA must receive written notice of cancellation from the User 90 days prior to arrival day or the User shall forfeit the deposit for the use of Camp Arroyo. The User will forfeit the total amount of their fees and deposit if the YMCA receives notice of cancellation by the user in less than 30 days.
 - ii. If the YMCA closes Camp Arroyo or is unable to make the Facility available to User for any reason, the YMCA will promptly give notice to User, and the YMCA will process a full refund of all fees and deposits which shall be the sole obligation of YMCA to User. This Agreement may be terminated at any time by YMCA by giving User thirty (30) days' prior written notice.

USER HAS READ, UNDERSTANDS, AGREES TO BE BOUND BY AND VOLUNTARILY SIGNS THIS USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

USER:



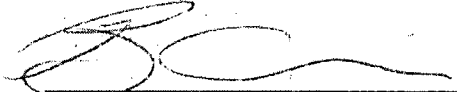
Signature
 Jose A Espinoza

Name (printed)
 Assist Superintendent

Title Elementary
 February 4, 2018

Date

YMCA of the East Bay



Signature
 Brian Wright

Name (printed)
 VP, Camping + Outdoor Enrichment

Title
 1/30/18

Date

YMCA of the East Bay
Use of Premises Agreement for Camp Arroyo
INSURANCE REQUIREMENTS
Exhibit A

Workers' Compensation & Employer's Liability

1. Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.
2. Employer's Liability for not less than \$1,000,000 per accident
3. Contain a Waiver of Subrogation endorsement in favor of the YMCA.

Comprehensive General and Automobile Liability & Umbrella Insurance

1. With Bodily Injury and Property Damage Liability limits of not less than \$3,000,000 each occurrence/\$5,000,000 aggregate, your policy must include Premise/Operations, Products/ Completed Operations, Sexual Abuse/Molestation, Personal & Advertising Injury and Contractual Liability coverage. If written permission is granted by the YMCA for alcohol usage, Liquor Liability must be provided for limits of not less than \$5,000,000 per occurrence/\$5,000,000 Aggregate. An Umbrella or Excess policy may be used to attain limits above Employer's Liability, General Liability and Auto.
2. Young Men's Christian Association of the East Bay, YMCA of the East Bay, Young Men's Christian Association of the Central Bay Area, The Taylor Family Foundation, East Bay Regional Park District their employees, directors, officers, volunteers, trustees, representatives and agents of the Association shall be named as Additional Insureds.
3. Your policy must be endorsed as follows: This policy shall be primary and not contributing with any other insurance in effect for the Additional Insured shown in #2 above. A Waiver of Subrogation in favor of the YMCA must be included.
4. Policy to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.

ADDENDUM TO USE AGREEMENT STANDARD TERMS

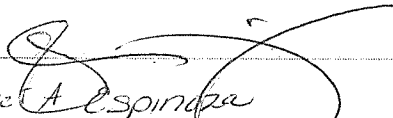
BETWEEN YMCA OF THE EAST BAY, CAMP ARROYO, AND MT. DIABLO U.S.D.

1. YMCA HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the Mt. Diablo Unified School District and its officers, employees, and agents (hereinafter "District") from liabilities, claims, expenses (including attorneys' fees), demands, suits and costs for injuries to, or the death of, any person or persons or damage, theft loss or destruction of property arising out of or that is the result of the error, omission, or negligent act of YMCA or its officers, employees, or agents during the use of the Facility by District.

2. Exhibit A to the Use Agreement is amended to say that all insurance requirements will be mutual with an endorsement, among other things, that YMCA insurance coverage will be primary with regard to the activities by YMCA staff lead at camp (this includes lessons, recreation time activities, and night program) and District liability coverage would be primary with regard to areas District staff and chaperones are responsible for (meal time, cabin time, overnight, any non-activity time).

DISTRICT:

YMCA OF THE EAST BAY


Jose A. Espinoza
Assist. Superintendent
Elementary



Bria Cartwright 1/30/18

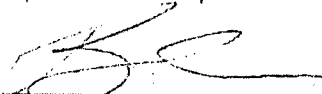
EXHIBIT B
Contractor *REQUIRED* to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:		YMCA of the East Bay
Services to be performed under the Agreement:		Camp Arroyo Outdoor Education program
Schools/Locations where services will be performed:		5535 Arroyo Road Livermore, CA 94550
Total amount to be paid by the District under this Agreement:		\$ 8,355.00
Term of Agreement:		
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



 Independent Contractor/Consultant Signature

Bria Cartwright 12/26/17
 Print Name Date
 Independent Contractor/Consultant



 Superintendent or his/her Designee's Signature

Jose Espinoza _____
 Print Name Date
 Superintendent or his/her Designee

Purchase Requisition # R103458 *Meadow Homes*

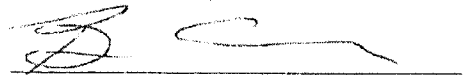
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

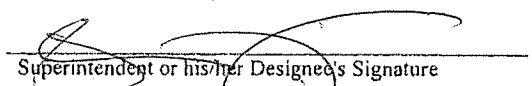
Name of Independent Consultant/Contractor:		YMCA of East Bay
Services to be performed under the Agreement:		Camp Arroyo Outdoor Education program
Schools/Locations where services will be performed:		5535 Arroyo Road Livermore, CA 94550
Total amount to be paid by the District under this Agreement:		\$ 22,486.00
Term of Agreement:		
Check the applicable box(es) and fill in any blanks.		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



 Independent Contractor/Consultant Signature
Bridgette 1/30/18
 Print Name Date
 Independent Contractor/Consultant



 Superintendent or his/her Designee's Signature
Jose Espinoza
 Print Name Date
 Superintendent or his/her Designee

School	Date of Trip	Amount Due	Reference
Bel Air Elementary	April 9 - 11, 2018	\$ 8,355.00	R103281
Meadow Homes Elementary	April 23-27, 2018	\$ 22,486.00	R103458
Rio Vista Elementary	March 20 - 23, 2018	\$ 16,860.00	R99357

Contract No. OEE2018057REV

Signed Contract, Standard Terms & Deposit Due: Sept 20, 2017

The YMCA at Camp Arroyo

5535 Arroyo Road, Livermore, CA 94550
(925) 371-8401 ph (925) 455-7977 fax
email: camparroyo@ymcaeastbay.org

Facility Contract

Group Name: Bel Air Elementary
Primary Contact: Olivia Hinkens
hinkenso@mdusd.net

Address: 663 Canal Rd., Bay Point, CA 94565
Tel: (925) 458 - 2606

Arrival: April 9, 2018 at 12:00 pm

Departure: April 11, 2018 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 3-Day Outdoor School Trip			
75	Students @ \$225.00 per person	\$225.00	\$16,875.00
8	Adults/Teachers @ \$185.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$185.00	\$1,480.00
Total Trip Fee			\$18,355.00
Adjustments			
-1	Less Requested Parks Foundation Scholarship	\$10,000	(\$10,000)
Amount Due			
25% deposit due February 20, 2018			\$2,088.75
Remaining balance due (minus deposit) March 30, 2018			\$6,266.25

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$7270

Based on Minimum Guaranteed Participants: 71 kids/7 Adults

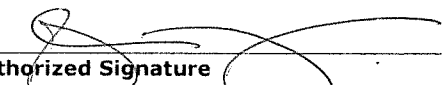
The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 83 kids/10 adults

Our Check Policy:

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.

X 
Authorized Signature

Name (printed) Jose A. Espinoza

Date: 2/6/18

Title Asst Superintendent, Elementary

Contract No. OEE2018062

Signed Contract, Standard Terms & Deposit Due: June 1, 2017

The YMCA at Camp Arroyo
5535 Arroyo Road, Livermore, CA 94550
(925) 371-8401 ph (925) 455-7977 fax
email: camparroyo@ymcaeastbay.org

Facility Contract

Group Name: Meadow Homes Elem.
Primary Contact: Kory Rieboldt
Rieboldtk@mdusd.org

Address: 1371 Detroit Ave., Concord, CA 94520
Tel: (925) 685 - 8760

Arrival: April 23, 2018 at 12:00 pm
Departure: April 27, 2018 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 5-Day Outdoor School Trip			
121	Students @ \$288.00 per person	\$288.00	\$34,848.00
17	Adults/Teachers @ \$214.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$214.00	\$3,638.00
Total Trip Fee			\$38,486.00
Adjustments			
-1	Less Requested Parks Foundation Scholarship	\$16,000	(\$16,000)
Amount Due			
25% deposit due February 20, 2018			\$5,621.50
Remaining balance due (minus deposit) March 23, 2018			\$16,864.50

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$20330

Based on Minimum Guaranteed Participants: 115 kids/15 Adults

The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 130 kids/18 adults

Our Check Policy:

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.

X _____
Authorized Signature
Name (printed) Jose A Espinoza

Date: 2/6/18
Title Asst Superintendent, Elem

Contract No. OEE2018054REV Signed Contract, Standard Terms & Deposit Due: July 1, 2017

The YMCA at Camp Arroyo
 5535 Arroyo Road, Livermore, CA 94550
 (925) 371-8401 ph (925) 455-7977 fax
 email: camparroyo@ymcaeastbay.org

Facility Contract

Group Name: Rio Vista Elementary
Primary Contact: Jonathan Moses
 mosesj@riove.org

Address: 611 Pacifica Avenue, Bay Point, CA 94565
Tel: (925) 458 - 6101

Arrival: March 20, 2018 at 12:00 pm
Departure: March 23, 2018 at 1:00 pm

Qty	Description	Unit Price	Total
Fees for a 4-Day Outdoor School Trip			
85	Students @ \$256.00 per person	\$256.00	\$21,760.00
10	Adults/Teachers @ \$210.00 per person (1:11 minimum ratio required) <i>Additional students/adults will be billed at the unit price.</i>	\$210.00	\$2,100.00
Total Trip Fee			\$23,860.00
Adjustments			
-1	Less Requested Parks Foundation Scholarship	\$7,000	(\$7,000)
Amount Due			
25% deposit due February 20, 2018			\$4,215.00
Remaining balance due (minus deposit) March 20, 2018			\$12,645.00

Cancellation Policy & Guaranteed Minimum Fee:

If Group reserving camp terminates this agreement with less than 90 days advance notice without using the facilities as agreed, Group reserving camp agrees to pay the entire remaining balance of the Guaranteed Minimum Fee as liquidated damages. Group reserving camp will be released from payment of the Guaranteed Minimum Fee, but **not the non-refundable deposit**, provided written notice of the termination is received by Camp Arroyo no later than 90 days before the scheduled arrival date.

Guaranteed Minimum Fee: \$15160

Based on Minimum Guaranteed Participants: 80 kids/8 Adults

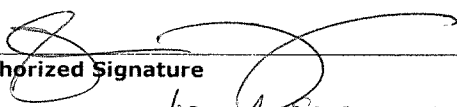
The Group reserving camp may not bring additional participants above the Maximum Participant Limit without approval from Camp Arroyo at least 4 weeks in advance of the scheduled trip.

Maximum Participant Limit: 94 kids/12 adults

Our Check Policy:

If your check or automatic draft is returned NSF, it may be re-presented electronically and you will be assessed a processing fee of \$25.00 or the maximum amount allowed by law. The check writer is also responsible for all other recovery costs, including attorney's fees and taxes.

Please acknowledge your acceptance of this Facility Contract by signing and dating this form below and sending it with your deposit and the signed Use Agreement Standard Terms by the due date indicated above to Camp Arroyo Business Office at the address indicated above. Reservation is only guaranteed upon receipt of all Agreements and deposit. Please make checks payable to YMCA Camp Arroyo.

X 
 Authorized Signature
 Name (printed) Jose A. Espinoza

Date: 2/6/18
 Title Asst Superintendent, Elementary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2017

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 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., # 0726293 1255 Battery Street #450 San Francisco CA 94111	CONTACT NAME: Marina Konshina	
	PHONE (A/C, No., Ext): 415-536-4057	FAX (A/C, No.): 415-536-5743
E-MAIL ADDRESS: Marina_Konshina@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cypress Insurance Company (CA)		10855
INSURER B: NOVA Casualty Company		42552
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1652889727 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CFY-ML-10000016-00	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CFY-AU-10000013-00	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Deduct-\$100 \$Coll \$1000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CFY-UM-10000013-00	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> 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	YMWC800929	10/1/2017	10/1/2018	<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
B	Social Services Professional			CFY-ML-10000016-00	7/1/2017	7/1/2018	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

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

Camp Arroyo YMCA East Bay - Mt. Diablo Unified School District is included as additional insured under general liability as required by contract in connection with Rio Vista's participation of the Outdoor Environmental Education at 5535 Arroyo Road, Livermore, CA 94550, Bel Air attending; Rio Vista attending and Meadow Homes's attending, for liability arising out of the operations of the insured.

CERTIFICATE HOLDER **CANCELLATION**

Mt. Diablo Unified School District 1926 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
SPECIAL EVENTS**

1. This endorsement includes coverage for the following:
 - a. All indoor events with less than 2,500 attendees that are less than 24 hours in duration; and
 - b. All outdoor events with less than 2,500 attendees that are less than 24 hours in duration.
2. This provision does not apply to the following events:
 - a. Any event that exceeds either the number of attendees or duration of time as set forth in Paragraph 1. above;
 - b. Any carnival, circus, fair or parade; or
 - c. Any athletic, sports or motor vehicle event including but not limited to contests, demonstrations, exhibitions, races, rallies, tournaments, or competitive activities.

B. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to Aircraft chartered with crew to any insured.
- b. This exception provision does not apply if the chartered aircraft is owned by any insured.
- c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**, is deleted and replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.
The Damage To Premises Rented To You limit will be the higher of:
 - (1) \$1,000,000; or
 - (2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:
However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:
 - (a) On premises you own or rent or on ways next to premises you own or rent; and
 - (b) Arising out of your operations.
 For the purposes of this endorsement, personal property does not include any of the following:
 - (a) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
 - (b) Contraband, or property in the course of illegal transportation or trade; or
 - (c) Blueprints, documents, drawings, manuscripts, records or valuable papers.
- b. The following is added to **SECTION III – LIMITS OF INSURANCE**:
Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

- 7. Paragraph 2. **Exclusions** is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

C. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended as follows:

- 1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.
- 2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

- 1. The limit in subparagraph b. is increased to \$2,500.
- 2. The limit in subparagraph d. is increased to \$500 a day.

E. ADDITIONAL INSURED

- 1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage," or "personal and advertising injury".
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

- b. The insurance afforded to such additional insured only:
 - (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- 2. The insurance provided to the additional insured by this endorsement applies as follows:
 - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
 - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
 - e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.
 - f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that 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 insured premises.
 - g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
 - h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that 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 land has been leased.
 - i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

COMMERCIAL GENERAL LIABILITY

- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; orAs respects Paragraph j.(2) above, this insurance does not apply to:
 - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (2) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (1) This insurance afforded to the vendor does not apply to:
 - (a) "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;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make 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 "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) 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; or
 - (h) "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:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) 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 "your 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.
 - l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf;
 - m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such;
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above Subsection E. **ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).

6. Paragraph 4. **Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

As respects the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

- F. **SECTION II - WHO IS AN INSURED** is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b), and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

- a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician, or paramedic employed by you, but only:

(1) While performing the services described in the definition of "incidental medical malpractice injury"; and

(2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
- (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
- (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.

- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4.b. **Excess Insurance** is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

H. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition of "personal and advertising injury" in Paragraph **14.b.** is amended to:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
 - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following: Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.