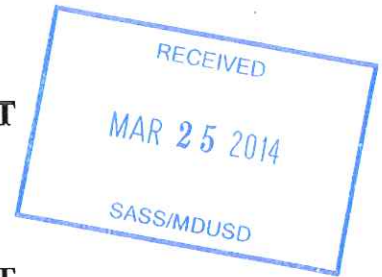


Purchase Requisition # R78129

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 17 day of March 2014, by and between the Mt. Diablo Unified School District (hereinafter "District") and EVENTS TO THE T, INC. (hereinafter "Contractor").

District hereby engages Contractor to render described 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, transportation, and workspace 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 with the written approval of the District only.
- (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:

\$ 40,000.00 total fee for Services 326 - 3936 - 49 - 5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- 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 _____. 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.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 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:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>TOBY PROESCHER - EVENTS TO THE "T", INC</u>
1936 Carlotta Drive	Address: <u>286 BRADY ST,</u>
Concord, CA 94519-1397	<u>MARTINEZ, CA 94553</u>
Attn: Superintendent	Phone: <u>925-335-0633</u>
	Fax: <u>925-335-9797</u>
	Tax ID #: _____

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 business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Purchase Requisition # R78129

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 3/21/14
Budget Administrator Date

By: [Signature] 3/16/14
Date

Title: _____

Title: CEO

Authorized by: [Signature] 3/25/14
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution	
original:	Fiscal Services for payment
copy:	Contractor
copy:	Originator/Budget Administrator

Purchase Requisition # R78129
EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

DEPOSIT TO RESERVE FACILITY DUE NOW	\$2,500.00
2ND DEPOSIT FOR FACILITY DUE 10/15/14	\$5,000.00
3RD DEPOSIT FOR FACILITY DUE 2/10/15	\$7,500.00

BALANCE WILL COVER COSTS OF FOOD, ENTERTAINMENT, SECURITY AND WILL BE DECIDED FALL 2014 WITH STUDENTS.

Services of Contractor arranged by

Signature

Department / School

Events to the 'T', Inc

286 Brady Street
Martinez, CA 94553

www.SFproms.com

RECEIVED
FEB 28 2014
(925) 335-0633 Office
(925) 525-8629 Cell/SD
(925) 335-9797 Fax

EVENT CONTRACT

This agreement is entered into on February 17, 2014 between EVENTS TO THE 'T' Inc. and CONCORD HIGH SCHOOL & MT. DIABLO UNIFIED SCHOOL DISTRICT, Concord, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

___ 1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- Regency Center: Grand Ballroom
- Food: TBD
- Drinks: TBD
- Decorations (See Attached List of Included Décor)
- DJ/Entertainment: TBD
- Insurance Policy Coverage (per venue requirements)
- Seating: TBD
- Facility Set-Up & Clean-Up
- (7) Facility Security Guards
- Coat Check Materials- Concord High School to provide staff
- Events to the 'T' Inc. Manager

___ 2. Event Location:
Regency Center- Grand Ballroom
1300 Van Ness
San Francisco, CA 94109

___ 3. Date(s) / Time (s) of engagement:
Saturday, May 16, 2015
4:00p.m. -- 8:00p.m. Set-up
8:00p.m. -12:00a.m. Ball

___ 4. Agreed upon compensation for engagement:
\$15,000.00 Facility Rental (not including food & beverage)

___ 5. Deposit schedule:	\$ 2,500.00	To Reserve
	\$ 5,000.00	10/15/14
	\$ 7,500.00	2/10/15

Events to the 'T', Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925)525-8629 Cell
(925) 335-9797 Fax

www.SFproms.com

TERMS OF AGREEMENT

- 1) Events To The 'T' will act as your agent and book all requested vendors.
- 2) Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
- 3) In the event of sickness, accident, acts of god and/or other legitimate conditions beyond the above vendor's control, every effort will be made to find a replacement. Events To The 'T' and vendor's liability are limited to vendors price.
- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may amend this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
- 6) Any deposits/balances unpaid after due date will accrue a 1.5% interest rate per month.

TERMINATION OF AGREEMENT

- 1) If terminating a date, written notice must be received at least ninety (90) days prior to cancellation.
- 2) Outside of ninety days the full facility rental fees are due and 100% of expected commissions will be due to Events To The 'T' Inc.
- 3) If terminating 30-90 days prior to event date, client will increase payment to 50% of expected total of said event. Events To The 'T' Inc. will pay off all deposits due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.
- 4) If terminating event within 30 days, full payment is due. Events To The 'T' Inc. will pay off all monies due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.

Done 2/15/14
The undersigned, _____, acting as an authorized agent of Concord High School/MDUSD hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

Roselock / Concord HS. (Name of Client) (925) 687-2030 (Area Code & Phone Number)

42100 Concord Blvd. (Mailing Address) Concord (City) CA (State) 94521 (Zip)

Toby Proescher (Signature of Client) 3/4/14 (Date)

Toby Proescher (Toby Proescher, Events to the 'T' Inc.) 2/17/14 (Date)

Events to the 'T' Inc.

Northern California's Largest School Event Planner
SFproms.com for everything you need!

INVOICE

Please make deposits payable and remit to:
Events To The 'T', Inc.
286 Brady St. Martinez, CA 94553

Client Name: Concord HS Event Date: 5/16/15
Event Location: Regency Center Grand Ballroom Event Type: Prom

Date Due	Description	Amount Due
Upon receipt	Initial Deposit	\$2,500.00
	Total: \$	\$2,500.00



Events to the 'T', Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925)525-8629 Cell
(925) 335-9797 Fax

=====www.Sfproms.com=====

TIMELINE

2/17/14 AEG Live SF mailed deposit to reserve the Regency Center Grand Ballroom

Once I receive the signed agreement from MDUSD I will book:

Best Beverage Caterer (bev provider)

California Chocolate Fountains (dessert caterer)

Events To The T Entertainment DJ Intensify

Classic Party Rentals (linen)

5/1/15 AEG Live SF to be mailed rental balance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/13

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 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 Thompson Insurance Enterprises LLC 3380 Chastain Meadows Pkwy, Ste. 100 Kennesaw, GA 30144	CONTACT NAME: Reagan Cowley	FAX (A/C, No):
	PHONE (A/C, No, Ext): (678) 290-2126	E-MAIL ADDRESS: Reagan.Cowley@thomcoins.com
INSURED Events To The T Inc 286 Brady Street Martinez, CA 94553	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Essex Insurance Company	39020
	INSURER B: National Union Fire Ins Co of Pittsburgh PA	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 517460

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	ADOL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			FPG20005235-01	11/24/13	11/24/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATL-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	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 <input type="checkbox"/> N/A			SRG911252-A-2695-00	11/24/13	11/24/14	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Plan A \$ 5,000 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is added as additional insured, per the attached form, CG 20 26 07 04 as respects general liability

CERTIFICATE HOLDER

Mt Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397

CANCELLATION

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.

FUN PRO COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, Declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Extended Property Damage – Expected or Intended Injury	Included
Non-Owned Watercraft	Increased to 51 feet long
Property Damage from Elevator Use	Included
Property Damage to Borrowed Equipment	Up to \$10,000 per occurrence
Property Damage to Customers' Goods	Up to \$10,000 per occurrence
Damage to Premises Rented to You	Up to the Each Occurrence Limit
Personal and Advertising Injury from Televised or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up to \$5,000
Loss of Earnings	Up to \$500 a day
Broadened Definition of Insured	Included
Additional Insured – By Written Contract, Agreement or Permit	Included
Additional Insured – Vendors	Included
Per Location or Per Project Aggregates	Included
Duties in the Event of Occurrence, Claim or Suit	Included
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included
Liberalization Included	
Mental Anguish Resulting from Bodily Injury	Included
Broadened Definition of Mobile Equipment	Included

A. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Paragraph 2.a. **Expected Or Intended Injury** of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is 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.

B. NON-OWNED WATERCRAFT RENTED OR LOANED TO YOU

Paragraph 2.g.(2) **Aircraft, Auto or Watercraft** of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE COVERAGE ARISING OUT OF ELEVATOR USE

Paragraph 2.j. **Damage To Property** of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such "property damage" results from the use of elevators at premises you own, rent, lease or occupy.

If other valid and collectible insurance applies to a loss, this Coverage Form shall apply as excess of the other insurance, whether this other insurance is primary, excess, contingent, or on any other basis.

D. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. Paragraph 2.j. **Damage To Property** of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
- b. Away from an insured's premises.

2. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

E. PROPERTY DAMAGE – CUSTOMERS' GOODS

1. Paragraph 2.j. **Damage To Property** of SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

Paragraph (3), (4), and (6) of this exclusion does not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to "customers' goods" is \$10,000 per "occurrence".

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

3. The following is added to the DEFINITIONS SECTION:

"Customers' goods" mean tangible personal property belonging to your customers and left with you for storage, service or repair.

"Customers' goods" do not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.
This paragraph does not apply to:
 - (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
 - (2) Rowboats or canoes out of water at the described premises;
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw, or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies when Damage To Premises Rented To You Limit is shown in the Declarations.

1. The last paragraph in **A.2. Exclusions** of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.
2. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:
 6. Subject to 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. In the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is equal to the Each Occurrence Limit shown in the General Liability Declarations.
3. Paragraph 4.b.(1)(a)(ii) **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:
That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;
4. Paragraph a. in definition 9. "insured contract" of **DEFINITIONS** is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. PERSONAL AND ADVERTISING INJURY

1. Paragraphs 2.b. and 2.c. **Exclusions** of **SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced with the following:
 - b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

2. Paragraphs 14.d. and 14.e. "Personal and advertising injury" of **DEFINITIONS** is replaced by the following:

- d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

H. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE** are replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work;

I. WHO IS AN INSURED - BROADENED

SECTION II – WHO IS AN INSURED is amended as follows:

1. The following is added to Paragraph 2.a.:

Paragraph (1) does not apply to "executive officers", or to managers at the supervisory level or above.

2. The following is added to Paragraph 2:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its Limits of Insurance.

3. Newly Acquired or Formed Organizations

Paragraph 3.a. is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

- (1) Effective on the date of acquisition or affirmation; and
- (2) Afforded until the end of the policy period of this Coverage Form.

J. ADDITIONAL INSURED – BY WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

The following paragraphs are added to **SECTION II - WHO IS AN INSURED**:

Any person or organization for whom you are required by written contract, agreement, permit or authorization to provide insurance is an insured, subject to the following additional provisions:

1. The contract, agreement, permit or authorization must be in effect during the policy period shown in the Declarations. It must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The person or organization is an insured only to the extent you are held liable due to:

a. The ownership, maintenance or use of that part of premises you own, rent, lease or occupy. However, this insurance does not apply to any:

- (1) "Occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

and

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - b. Your ongoing operations for that insured, whether the work is performed by you or for you;
 - c. The maintenance, operation or use by you of equipment leased to you by such person or organization. However, this insurance does not apply to:
 - (1) Any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - d. Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf.

However, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.
3. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
 4. The insurance afforded to mortgagees, assignees, or receivers does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 5. The insurance afforded to architects, engineers, or surveyors does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - b. Supervisory, inspection or engineering services.
 6. 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.
 7. This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
 8. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
 9. This insurance does not apply to any person or organization included as an insured by an endorsement issued by us and otherwise made part of this insurance.
 10. No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

K. ADDITIONAL INSURED – VENDORS

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

Each of the following is also an insured:

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but 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. This provision is subject to the following additional exclusions:

1. The insurance afforded 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 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;
 - e. 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;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 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.
 - h. Any failure to maintain the product in a merchantable condition; or
 - i. "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. This exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs (d) or (f); or
 - (2) 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:
 - a. Such products; or
 - b. Any ingredient, part or container entering into, accompanying or containing such products.
 3. This provision does not apply to any vendor included as an insured by an endorsement issued by us and otherwise made a part of this insurance.
 4. This provision does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

L. PER LOCATION OR PER PROJECT AGGREGATES

The following is added to **SECTION III – LIMITS OF INSURANCE**:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to operations at a covered "location" or covered construction project:
 - a. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
4. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply.

M. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

N. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this insurance, we shall not deny coverage under this insurance because of such failure.

O. 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 of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

P. LIBERALIZATION

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this insurance without additional premium, the broadened coverage will immediately apply to this insurance as of the day the revision is effective in your state.

Q. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

Paragraph 3. "bodily injury" of **DEFINITIONS** is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person including mental anguish or emotional distress provided

such mental anguish or emotional distress results from any of these; and

b. Death resulting from bodily injury, sickness or disease.

R. MOBILE EQUIPMENT

The following is added to the definition of "mobile equipment", Paragraph 12.f.(1), of DEFINITIONS:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.