City of Boulder
2020 Library Commission

Agenda

Meeting date: Wednesday, July 8, 2020
Location: Zoom Meeting
Meeting start time: 6 p.m.

1. Reminder: Commissioners please log monthly volunteer hours in Count Me In Boulder
2. Approval of agenda
3. Public comment
4. Consent agenda
   a. Approval of June 3, 2020 minutes
5. Library policy update:
   a. Review past discussion of Canyon Theater Rental Policy
6. Information updates:
   a. Library reopening: report on current library services
7. Library Commission update
   a. Items from commission
      i. Social services in libraries (Frost/Koenig)
      ii. Racial equity (Frost)
   b. Updates from commissioners representing the Commission in other venues (verbal)
      i. Boulder Library Foundation (BLF) update (Sykes Wilson/Koenig) – update on HALO
      ii. Joint efforts with Library Champions
   c. Update on emails and phone calls to Library Commission
8. Library Director’s report
   a. Collection data on library materials on racial equity subject matter
   b. NoBo Library Project update: Site review date

2020 Library Commissioners
Juana Gomez Joel Koenig Jane Sykes Wilson Steven Frost Scott Steinbrecher
Name of Board/ Commission: Library Commission  
Date of Meeting: June 3, 2020  
Contact information preparing summary: Celia Seaton, 303-441-3106  
Commission members present: Juana Gomez, Joel Koenig, Jane Sykes Wilson, Steven Frost, Scott Steinbrecher  
Commission members not present: None  
Library staff present:  
David Farnan, Director of Library & Arts  
Jennifer Phares, Deputy Library Director  
Celia Seaton, Administrative Specialist  
City staff present: None  
Members of the public present: None  
Type of Meeting: Regular | Remote  

Agenda Item 1: Reminder: Commissioners please log monthly volunteer hours Count Me In Boulder [0:00:25 Audio min.]  
The Commission logged their service.  

Agenda Item 2: Approval of agenda [0:00:47 Audio min.]  
The meeting was called to order and Gomez asked if there were any changes to the agenda.  Gomez mentioned that there were some additional updates for Item 6 as specified in the Commission Memo (see handouts.)  There was a nod of approval from the commission for this amended agenda.  

Agenda Item 3: Public comment [0:01:38 Audio min.]  
None.  

Agenda Item 4: Consent agenda [0:01:53 Audio min.]  
a. Approval of May 2020 Meeting Minutes: Gomez asked if there were any changes; hearing none, Frost moved to approve these minutes, Sykes Wilson seconded, and the motion was unanimously approved.  

Agenda Item 5: Information Updates [0:02:55 Audio min.]  
a. Library Budget and Staffing – Farnan reported on the library staff lay-offs effective June 1st.  He outlined the process whereby the department was asked to submit reductions for every offering, describing community impact for each, particularly in reference to underserved populations.  Staff was tasked to examine everything “through a lens of equity,” specifically in regard to race.  Services were then ranked in terms of priority.  Department presented scenario of staff reduced by half to the executive budget team, who then examined the reductions.  No feasible option whereby the library could still operate in any capacity with 40% reduction of staff.  Sykes Wilson asked: was that 40% from pre-March or after the first round of lay-offs?  Phares replied that the percentage represented an annual reduction, relative to January.  Final reduction determined at ~13%.  Monday morning at 8 AM, each staff member who was laid off, having furlough extended, or being asked to return on June 29th was contacted by supervisors.  Phares provided numbers: 17 staff currently on furlough ready to return end of June.  Extended furlough for 5 staff members through Sept 20th.  Eight standard employees from various areas of the library were laid off.  The Library also had to terminate employment of all temporary staff that had been on furlough (~50 staff, regardless of funding source).  Total reduction for NPE and PE $1,005,700 ($642,000 was PE) which represents an overall 13% annual reduction of general fund portion of budget for library.  In terms of FTE, 10.5 are to be held vacant.  8 FTE were BMEA, 2.5 were Management.  Total FTE for library currently stands at 76.75 – about a 13% reduction in FTE.  NPE funding impacted by loss of $363,135.  

In response to a query from Gomez, Phares clarified that with 10.5 FTE vacancy, the library has a staffed figure of 66.25.  FTE reductions are considered one time for 2020, and the library will be submitting the same reductions for
2021 (so the same positions will be held vacant in 2021). Likewise, the acquisitions reduction is considered one time for 2020 and will be submitted for 2021 as well.

Sykes Wilson asked whether the cuts seem “fair” across city departments. Farnan: disproportionate based on funding sources across departments, although the ~13% reduction from general fund source affected many. Library is funded from general fund along with a small amount of property tax. Parks and Recreation has special sales tax income and had to make deeper cuts. Police and Fire, deemed essential services, did not have to make cuts as deep as Library. So, while the actual amount varies from department to department, the general fund cuts were universal. The number of library staff laid off was a higher figure than other departments; that reflects the service element of the library. Phares clarified that 10 staff have been recalled for work for Boulder County with the COVID call center. No other department was able to redeploy as many staff members to this service, which required professional staff with skills of confidentiality, bilingual ability, and exemplary customer service skills.

Steinbrecher: at some point, the budget will hopefully revive. But going forward, what does that mean in terms of rebuilding your staff, “difficult proposition.” Also curious about the North Boulder library project – will there be enough money to staff the building once built? Farnan replied that if the library is able to reopen any branch within the next year and a half, he will be extraordinarily surprised. Considering the call center redeployment, there are 10 staff there that can run one branch location. If the economy looks better in the future, the library would request to reopen a branch and recall these staff. Meadows branch identified as the location with best potential – easiest access for drive up carry out service and two large rooms for properly distanced computer stations.

Sykes Wilson asked if this is dependent on funding or public health? Farnan: all reductions are based on budget and not on public health.

Regarding the north Boulder branch, he is pleased that plans for construction to be finished by 2022 (by which point hopefully the economy will have recovered). Number of partnership ideas to assist in completion of the project.

b. Library Reopening: report on successful contact free carryout and next phase of service resumption. New patron holds resumed on Monday, June 1st. Public appear extraordinarily respectful with social distancing practices. Returns will start to be accepted June 15th. Courier service will resume transporting materials throughout the Flatirons Consortium. Materials currently quarantined for 72 hours (7-day delay in the “churn” of materials), per Boulder County Health regulation. Looking forward to Phase 3, Farnan has heard that the state is likely to lift sanctions by July (by which point restrictions will be under the purview of local government).

Steinbrecher wondered whether it would be optimal to receive all returns in that two-week window. Farnan responded that due dates for items currently checked out have been extended until June 30th; with the library’s elimination of late fines, returns required in the case of another patron has placed a hold on said item. The restricted schedule of returns should help limited staff safely process and quarantine materials.

Gomez wondered whether there would be a need for materials that wouldn’t otherwise exist in the budget. Farnan replied that review with the City’s Facilities and Management (FAM) team has favored a closed stack scenario; FAM has assisted in planning for sanitizing computer stations, implementing air filters to ensure clean air, and providing adequate staff distancing measures. Some materials such as personal protective equipment and plexiglass guards were not originally budgeted; however, these necessary purchases are being coded as COVID expense for audit, with possible future reimbursement from FEMA.

Farnan noted that the extraordinary culture of the library has been preserved in the remaining staff who have been working hard at reconfiguring the library services within this new more virtual environment with inspiring comradery.

<table>
<thead>
<tr>
<th>Agenda Item 6: Library Commission Update</th>
<th>0:57:02 Audio min.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Items from Commission</td>
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<tr>
<td>i. Outreach to Council Members – staff and commission reviewed letter drafted by Koenig and provided feedback as requested.</td>
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<td>ii. ALA – Engaging Library Supporters During COVID-19 Pandemic – ongoing webinars</td>
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<tr>
<td>iii. Scheduling a tentative July 2020 Library Commission Meeting – traditionally, July is taken off.</td>
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However, due to March and April meetings being removed from the calendar this year due to the COVID crisis, commission decided to convene on July 8th.

b. Updates from Commissioners in other venues
   i. Boulder Library Foundation (BLF) update
      • HALO Foundation Update: Sykes Wilson relayed that the foundation has so far raised $12,812 and distributed $4,813. Together with matching grant and the foundation’s initial contribution, $30,811 funds remaining. Considering the recently lay-offs, reevaluation of the requirements for eligibility and amount currently underway. No BLF meeting in June.

      Steinbrecher offered to forward an article concerning fundraising in a virtual world which Phares will relay to BLF. He also broached the idea of BLF funding some sort of morale booster for staff (e.g., a reopening party). Sykes Wilson will pass along this idea.

   ii. Joint efforts with Library Champions – forthcoming email and letter writing campaign aimed at retaining focus on the importance of library both to council and the public at large

c. Update on emails and phone calls to Library Commission – see handouts.

<table>
<thead>
<tr>
<th>Agenda Item 7: Library and Arts Director’s Report</th>
<th>[1:26:18 Audio min.]</th>
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<tbody>
<tr>
<td>a. Report on 2019 Inclusivity Campaign</td>
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<td>b. 2020 Summer of Discovery Program</td>
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<tr>
<td>c. Security Services</td>
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<tr>
<td>d. Online Survey – In response to Koenig’s query, Farnan clarified that these results would be relayed to public via newsletter and webpage.</td>
<td></td>
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<tr>
<td>e. Update on NoBo – public art planning going forward.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Item 8: Adjournment</th>
<th>[1:48:35 Audio min.]</th>
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<tbody>
<tr>
<td>There being no further business to come before the commission at this time, the meeting was adjourned.</td>
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</table>

Date, time, and location of next meeting:
The next Library Commission meeting will be at 6 p.m. on Wednesday, July 8, 2020, through a virtual setting.
DATE: June 26, 2020

TO: Boulder Library Commission

FROM: David Farnan, Library and Arts Director
       Jennifer Phares, Deputy Library Director

SUBJECT: Review of Library Commission Discussion About the Canyon Theater and Gallery Rental Policy

BACKGROUND:
As part of the annual review of the library policies which are three years or older, the Library Commission began review of the Canyon Theater and Gallery Rental and Terms of Use Policy at the Jan. 8, 2020 meeting. Staff provided recommended edits to the policy for the commission’s consideration in the Jan. 8, 2020 meeting packet. The Library Commission’s discussion about the policy was recorded in the approved Jan. 8, 2020 meeting minutes.

Staff provided follow up information and a revised draft of the policy in the Feb. 5, 2020 meeting packet. The Library Commission’s discussion about the policy was recorded in the approved Feb. 5, 2020 meeting minutes.

INFORMATION REQUESTED BY THE LIBRARY COMMISSION:
Programs, Events and outreach Manager Jaime Kopke compiled summary information requested by the Library Commission about use of the Canyon Theater. During 2019, the Canyon Theater was used by the community in several capacities beyond library programs.

- Six City of Boulder hosted events in which the rental fees were waived and staff time was charged to the hosting department.
- Twelve rentals (some multi-day). The two largest rental events were film festivals – Boulder International Film Festival (BIFF) and the Flatirons Food and Film Festival. Both events had a sponsorship component, such as screenings of youth programs that were free and open to the public. Other rentals included a wedding, recitals and corporate events. Of these rentals, only BIFF provided liability insurance, though none was requested.
- Fifteen community events in which the library provided sponsorships. The rental fees were waived and the groups were charged for staff time only. These events were free and open to the public. Some of these events were multi-day. Examples include the Conference on World Affairs, the 90 Newbery Film Festival, a citizenship ceremony, partnerships with CU and community organizations such as the French Alliance.

While less frequent, the library does sponsorship events organized by individuals. In general, sponsorships tend to originate more from grassroots community efforts with funding restrictions and may be negatively impacted by the cost of acquiring liability insurance. Impacts of an insurance requirement could be mitigated if the City offers an option to buy a single-use certificate under the City umbrella, or by providing direct links to approved event insurance providers within the application.

If required, the rental and sponsorship applications will be revised to create a required field for uploading a copy of the insurance certificate as part of the application process. Applications would not be submitted until this step was completed by the applicant. If insurance is to be required for rentals, Kopke believes the impact would be relatively minor as the majority of rentals are related to larger organizations vs. individuals.
Assistant City Attorney Janet Michaels and Risk Manager James Brown were scheduled to attend the April 1, 2020 Library Commission meeting to discuss the commission’s questions and concerns about the advice to require Canyon Theater renters to carry liability insurance. The April Library Commission meeting was cancelled due to the Coronavirus pandemic. Brown and Michaels provided the following information as a preliminary response to the commissioner’s questions.

- **What other City of Boulder programs or sites require the user to carry liability insurance?**
  It is recommended that all other programs offering similar access/facility use have the same requirements.

- **When did the requirement begin or how long has it been in place?**
  It has been Brown’s recommendation since he started working for the City at the end of 2016, he is unable to speak to the requirements prior.

- **Has the requirement for users to carry liability insurance to use City facilities resulted in any decrease in use?**
  Michaels said departments sponsoring the City programs or sites will have to answer this question. Brown said he has not heard of any decrease in use. The recreation center allows use of rooms for private exercise classes. They are required to carry liability insurance and there has been no decrease in use.

- **Will City staff provide examples of the policies that cover those programs or sites above for the Library Commission’s review?**
  Michaels said she doesn’t know if such policies are available. It is up to the entity requesting to use the space to obtain their own insurance. There could be dozens of vendors of this type of insurance, and each policy could vary slightly.

  Brown provided a copy of a special event overview, application, and policy used by a Tenant User Liability Insurance Program (TULIP) program (*Attachment A - C*). It is basic and shows the special event type of coverage the City requests. Most general liability policies would have the same type of coverage for rented facilities and are what the City requests. Because of the great variability in general liability policies Brown doesn’t have an example of a good generic form.

- **Is it possible to ask users to sign a liability waiver instead of purchasing insurance to cover their use of the Canyon Theater?** BLDG61 asks users to sign a risk and release form. Michaels said it is possible but may be challenging to implement. She asked: What would that look like? Who would get these forms from the participants, and how? Who will manage the paper?

- **The Commission requested library staff to research what other non-City facilities require for use or rental (e.g. Alfalfa’s community room).**
  Michaels said that when the City uses non-city facilities for events (i.e., Boulder Theater for OSMP celebration), the City is usually required to obtain insurance. Brown said he is not aware of any non-City facility that does not require the City to provide proof of coverage. When the City uses the Avalon, JCC, Millennium Hotel, etc., it has been required to provide proof of coverage, regardless of how big/small our event is.

- **If the Boulder Library Foundation is willing, could it purchase an insurance policy that covers all uses of the Canyon Theater?**
  As specific answer to this question was not provided. Brown said there is a possibility for the City to purchase the special event policy, though it sounds like that would be on a per occurrence
basis. The City would not be able to add groups to the current policy as covered individuals as that runs contrary to the City’s position that it cannot add third parties as additionally insured (per the Colorado Constitution Article XI).

QUESTION FOR THE LIBRARY COMMISSION:
What questions does the Library Commission have about this policy review?
TULIP APPLICATION
Tenant Users Liability Insurance Program – Application for Special Event Liability Insurance
To be completed by the Tenant User

1. Name of Lessor: ________________________________________________________________

2. Street & Mailing Address: _______________________________________________________

3. Applicant/Tenant User/Name of Group: ____________________________________________

4. Location of the Covered Event: __________________________________________________

5. Mailing address of Tenant User: _________________________________________________

6. Contact Name: __________________________________________________________________

7. Telephone Number: __________________ Fax Number: ________________________________

8. Event Dates: From: __________________ To: ________________________________

9. Number of Days: ______________________________________________________________

10. Description of Event: ____________________________________________________________

11. Describe, in detail, any special effects, pyrotechnics, use of mechanical devices, etc.: _______________________

12. Will liquor be served? ☐ Yes ☐ No; If yes, please answer the following:
   a) Who holds the license? ________________________________________________________
   b) Type of liquor to be served? __________________________________________________
   c) How will you ensure that patrons are over 21 years of age? _________________________
   d) Estimated liquor sales: _______________________________________________________

13. Is security armed or unarmed? ☐ Armed ☐ Unarmed ________________________________

14. Is the event indoor or outdoor? ☐ Indoor ☐ Outdoor _________________________________

15. Estimated amount of spectators? _________________________________________________

16. Estimated total receipts: _______________________________________________________

17. Number of concessionaires, vendors and exhibitors requiring coverage:
   a. Non-food concessionaires: ________________
   b. Food concessionaires ____________________
   c. Vendors: ________________________________
   d. Exhibitors: ______________________________

18. Number of Performers requiring coverage: ______ Describe in detail each performer’s act: _______________________

__________________________________________________________

ATTACHMENT A - TULIP APPLICATION
TULIP (TENANT USERS LIABILITY INSURANCE PROGRAM) APPLICATION (Cont’d)

19. If there are any Additional Insureds, please describe and name any persons in questions 17 and 18:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

20. If the event is being held on a street or public place of vehicular access, what protection is being set up between the street and the sidewalks? _____________________________________________________

21. Has the event been held in the past? ☐ Yes ☐ No; If yes how many years? _____________________

Provide details of any losses, claims or incidents, insured or uninsured: ___________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

I certify that the information given to obtain this coverage is accurate to the best of my knowledge.

Date Signed:__________________

Applicant’s Signature: _____________________________________

By: ____________________________________________________

PLEASE NOTE

• No coverage is provided by this policy unless an application has been submitted and a premium has been paid.
• No coverage is provided for liquor liability unless the submitted application includes a premium payment for liquor liability.
• No coverage is provided by this policy for paid professional entertainment or talent unless specifically endorsed hereon.
• This insurance does not apply to “Bodily injury” or “Personal injury” or death of any person while rehearsing or practicing for, participating in, or travelling to or from any contest or exhibition of an athletic, dance, or sports nature.

Premium payment by the Applicant must be made when the application is submitted. Payment should be made payable to:

A Certificate will be issued naming your group as a “Named Insured” for the above event. The Program Sponsor, the “Additional Insured” will receive the Certificate, with a copy to you, the Tenant User.
This policy is signed by officers of the Company shown on the Declarations page of this policy.

For: Employers Fire Insurance Company

[Signatures]

President

Secretary
Policy Number:
Renewal of Number: New

COMMON POLICY DECLARATIONS

Item 1. Named Insured and Mailing Address
Sample Online TULIP, Tenant User Of
123 Main Street
Los Angeles, CA 90024

Agent Name and Address Sub Producer
Entertainment Brokers International - 0402487
10940 Wilshire Blvd., 17th Floor
Los Angeles, CA 90024
Agent No. 23401

Item 2. Policy Period
From: 07-11-2008
To: 07-11-2009

At 12:01AM Standard Time at the Mailing Address Shown Above

Item 3. Business Description
Online TULIP

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Item 4. This policy consists of the following coverage parts for which a premium is indicated. This premium may be
subject to adjustment.

<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILER AND MACHINERY COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>COMMERCIAL AUTOMOBILE COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY COVERAGE PART</td>
<td>$ 0</td>
</tr>
<tr>
<td>COMMERCIAL INLAND MARINE COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>COMMERCIAL PROPERTY COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>CRIME AND FIDELITY COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>FARM COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
<tr>
<td>LIQUOR LIABILITY COVERAGE PART</td>
<td>$ As Declared</td>
</tr>
<tr>
<td>POLLUTION LIABILITY COVERAGE PART</td>
<td>$ Not Declared</td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY COVERAGE PART</td>
<td>$ Not Covered</td>
</tr>
</tbody>
</table>

Total: $0

Premium shown is payable: $0 at inception. $0

Item 5. FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

Common Policy Declarations - EDEC 525 12 05
Commercial General Liability Coverage Part Declarations – EDEC 526 12 05
Signature Page - SNP1 (0608)
Disclosure Pursuant To Terrorism Risk Insurance Act Of 2002 – IL 09 85 01 08
Policy Changes (TULIP Rates) - IL 12 01 11 85
Commercial General Liability Coverage Form - CG 00 01 12 04
Calculation of Premium - IL 00 03 04 98
Covered Events and Hazard Class - ECG 00 528 12 05
Aircraft, Auto or Watercraft Exclusion Amendment - ECG 04 586 12 05
Absolute Asbestos Exclusion - ECG 21 510 12 99
Absolute Lead Exclusion - ECG 21 512 12 99
Exclusion - All Hazards in Connection with Designated Events or Premises - ECG 21 622 12 05
Exclusion - Designated Activities - ECG 21 623 12 05
Exclusion - Personal and Advertising Injury Liability - Entertainment Industry - ECG 21 626 12 05
Exclusion - Fireworks With Exception For Concussion Effects, Flashpots And Smokepots - ECG 21 627 12 05
Exclusion - Throwing, Kicking or Projecting of Objects or Persons - ECG 21 629 12 05
Exclusion - Non-Performing Animals - ECG 21 635 12 05
Exclusion - Comparative Advertising (Designated Operations) - ECG 21 640 12 05
Exclusion - Damage To Premises Rented To You for Seven Or Fewer Consecutive Days - ECG 21 645 12 05
Amendment Of Employee Definition (Temporary Employee) - ECG 22 516 12 05
Limitation of Coverage to Designated Events for Tenant Users Liability Insurance - ECG 24 560 12 05
Additional Insured - Concessionaires Trading Under Your Name - CG 20 03 11 85
Additional Insured - Manager or Lessors of Premises - CG 20 11 01 96
Additional Insured - State or Political Subdivisions - Permit - CG 20 12 07 98
Exclusion - Athletic or Sports Participants - CG 21 01 11 85
Exclusion - Coverage C Medical Payments - CG 21 35 10 01
Abuse or Molestation Exclusion - CG 21 46 07 98
Employment Related Practices Exclusion - CG 21 47 07 98
Total Pollution Exclusion Endorsement - CG 21 49 09 99
Liquor Liability Declarations - EDEC 527 12 05
Liquor Liability Coverage Form - CG 00 33 12 04
Common Policy Conditions – IL 00 17 11 98
Exclusion - Violation of Statutes that Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information - CG 00 67 03 05
Limited Fungi Or Bacteria Coverage - CG 24 25 12 04
Limited Terrorism Exclusion(Other than Certified Acts of Terrorism); Cap on Losses from Certified Acts of Terrorism - CG 21 71 12 02
Exclusion of Punitive Damages Related To A Certified Act of Terrorism - CG 21 76 01 08
California Changes - Cancellation and Nonrenewal - IL 02 70 11 04
California Changes – CG 32 34 01 05
Nuclear Energy Liability Exclusion Endorsement (Broad Form) – IL 00 21 07 02

Countersigned:

Date: 09-09-2008

By: Authorised Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

LAST PAGE OF DECLARATIONS

EDEC 525 12 05
### COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

**Item 1. Named Insured and Mailing Address**
Sample Online TULIP, Tenant User Of
123 Main Street
Los Angeles, CA 90024

**Agent Name and Address Sub Producer**
Entertainment Brokers International
10940 Wilshire Blvd., 17th Floor
Los Angeles, CA 90024
Agent No. 23401 NYFTZ:

**Item 2. Policy Period**
From: 07-11-2008 To: 07-11-2009

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

**Item 3. Limits of Insurance**

<table>
<thead>
<tr>
<th>Description of Business and Location of Premises</th>
<th>Form of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>NONE</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage To Premises Rented To You Limit</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense Limit</td>
<td>Excluded</td>
</tr>
</tbody>
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**Business Description:** Online TULIP

**Locations of All Premises You Own, Rent or Occupy:**
1. 123 Main Street, Los Angeles, CA 90024

**Item 5. Premium Summary**

<table>
<thead>
<tr>
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<th>Form of Business</th>
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<tbody>
<tr>
<td>Estimated Annual Premium:</td>
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<tr>
<td>Premium Due at Inception:</td>
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</tr>
<tr>
<td>Loc. No.</td>
<td>Classification</td>
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<tr>
<td></td>
<td>Exhibitions - Outside</td>
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<tr>
<td></td>
<td>Exhibitions - In Buildings</td>
</tr>
</tbody>
</table>

| Sub Total | $0 |

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<thead>
<tr>
<th>Additional Coverages:</th>
<th>Rate</th>
<th>Premium</th>
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</table>

Policy Premium: $0
State Tax or other (if applicable): $0
Total Premium: $0

Audit Period (if applicable): [ ] Annually [ ] Semi-Annually [ ] Quarterly [ ] Monthly

Subject to General Liability Coverage Part Minimum Premium of $0

Premium Basis:
(a) Area
(e) Each
(g) Gross Production Cost
(p) Payroll
(s) Sales
(m) Admissions
(r) Participants
(u) Unit

Item 6. ENDORSEMENTS ATTACHED TO THIS POLICY:

Countersigned:
Date: 09-09-2008

By: [Signature]
Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

LAST PAGE OF DECLARATIONS
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

<table>
<thead>
<tr>
<th>Terrorism Premium (Certified Acts)</th>
<th>$0</th>
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<tbody>
<tr>
<td>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):</td>
<td></td>
</tr>
</tbody>
</table>

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the United States Government will not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
**POLICY CHANGES**

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY CHANGES EFFECTIVE</th>
<th>COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>07-11-2008</td>
<td>Employers Fire Insurance Company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAMED INSURED</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Online TULIP, Tenant User Of</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE PARTS AFFECTED</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Coverage Form</td>
<td></td>
</tr>
</tbody>
</table>

**CHANGES**

**Table 1 - Total Event Rates (1-4 Days)**

<table>
<thead>
<tr>
<th>Total Attendance (Spectators/Participants)</th>
<th>Class 1</th>
<th>Class 2</th>
<th>Class 3</th>
<th>Additional Premium for Liquor Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 1-100</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$150.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>b. 101-500</td>
<td>$100.00</td>
<td>$135.00</td>
<td>$200.00</td>
<td>$185.00</td>
</tr>
<tr>
<td>c. 501-1500</td>
<td>$150.00</td>
<td>$185.00</td>
<td>$310.00</td>
<td>$260.00</td>
</tr>
<tr>
<td>d. 1501-3000</td>
<td>$200.00</td>
<td>$315.00</td>
<td>$425.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>e. 3001-5000</td>
<td>$300.00</td>
<td>$425.00</td>
<td>$625.00</td>
<td>$490.00</td>
</tr>
<tr>
<td>f. 5001 + (Rate Per Person)</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Liquor Guide</td>
</tr>
</tbody>
</table>

Any Class 4 Events use the Special Events Guide.

**Table 2 - Total Events Rates (5 or More Days)**

<table>
<thead>
<tr>
<th>Total Attendance (Spectators/Participants)</th>
<th>Class 1</th>
<th>Class 2</th>
<th>Class 3</th>
<th>Additional Premium for Liquor Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 1-100</td>
<td>$95.00</td>
<td>$170.00</td>
<td>$300.00</td>
<td>$110.00</td>
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<tr>
<td>b. 101-500</td>
<td>$140.00</td>
<td>$215.00</td>
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<td>$275.00</td>
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<tr>
<td>c. 501-1500</td>
<td>$235.00</td>
<td>$355.00</td>
<td>$455.00</td>
<td>$435.00</td>
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<tr>
<td>d. 1501-3000</td>
<td>$335.00</td>
<td>$460.00</td>
<td>$575.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>e. 3001-5000</td>
<td>$450.00</td>
<td>$625.00</td>
<td>$785.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>f. 5001 + (Rate Per Person)</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Special Event Guide</td>
<td>Refer to Liquor Guide</td>
</tr>
</tbody>
</table>
Any Class 4 Events use the Special Events Guide.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Liability Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibitors</td>
<td>No Sales</td>
<td>$45 per day/per exhibitor up to a maximum of $300 per day</td>
</tr>
<tr>
<td>Concessionaires</td>
<td>Non Food Sales</td>
<td>$65 per day/per concessionaire up to a maximum of $425 per day</td>
</tr>
<tr>
<td>Concessionaires</td>
<td>Food Sales</td>
<td>$75 per day/per concessionaire up to a maximum of $475 per day</td>
</tr>
<tr>
<td>Attractions</td>
<td>Performers</td>
<td>$150 per day/per concessionaire up to a maximum of $950 per day</td>
</tr>
</tbody>
</table>

Authorized Representative Signature

Specimen
COMMERICAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

(1) That the insured would have in the absence of the contract or agreement; or
(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:
(a) Employment by the insured; or
(b) Performing duties related to the conduct of the insured's business; or
(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".
f. Pollution

(1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;

(ii) “Bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or release them. This exception does not apply if the “bodily injury” or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) “Bodily injury” or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) “Bodily injury” or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:
   (a) Less than 26 feet long; and
   (b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire 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.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

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

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

(a) We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

(b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

(a) Any Insured

To any insured, except "volunteer workers".

(b) Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

(c) Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

(d) Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

(e) Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

(f) Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

(g) Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERSAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(a) All expenses we incur.

(b) Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. 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 $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:
   (1) Agrees in writing to:
       (a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

c. Notify any other insurer whose coverage is available to the indemnitee; and

d. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:
   (a) Obtain records and other information related to the "suit"; and

   (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee in our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as your managers.
d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

   (2) "Property damage" to property:

      (a) Owned, occupied or used by,

   (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

   (1) With respect to liability arising out of the maintenance or use of that property; and

   (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us
   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, “autos” or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. Representations
By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
   b. Those statements are based upon representations you made to us; and
   c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew
If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS
1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
   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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   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" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders of drawings and specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

   However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".
(1) Equipment designed primarily for:
   (a) Snow removal;
   (b) Road maintenance, but not construction or resurfacing; or
   (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13."Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14."Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral or written 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 or written publication, in any manner, of material that violates a person's right of privacy;
   f. The use of another's advertising idea in your "advertisement";
   g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15."Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16."Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
   b. Does not include "bodily injury" or "property damage" arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
      (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17."Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
         (a) You;
         (b) Others trading under your name; or
         (c) A person or organization whose business or assets you have acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
      (2) The providing of or failure to provide warnings or instructions.
   c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf; and
      (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
      (2) The providing of or failure to provide warnings or instructions.
CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.
EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

   2. Exclusions

   This insurance does not apply to:

   DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

   "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

   a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

   b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

   c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

   2. Exclusions

   This insurance does not apply to:

   DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

   "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

   a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

   b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

   c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:
TERRORISM
"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions, or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
   a. The act resulted in aggregate losses in excess of $5 million; and
b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph b. of the definition of "certified act of terrorism" when such act resulted in aggregate losses of $5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

D. With respect to any one or more "certified acts of terrorism" we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses:
EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:
   This insurance does not apply to:
   **TERRORISM PUNITIVE DAMAGES**
   Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:
   "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
   1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act and  
   2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
### COVERED EVENTS AND HAZARD CLASS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**LIQUOR LIABILITY COVERAGE PART**

#### SCHEDULE

<table>
<thead>
<tr>
<th>EVENT DESCRIPTION</th>
<th>HAZARD CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anniversary Parties</td>
<td>Electronics Conventions</td>
</tr>
<tr>
<td>Antique Shows</td>
<td>Face Painters</td>
</tr>
<tr>
<td>Art Festivals And Shows</td>
<td>Fashion Shows</td>
</tr>
<tr>
<td>Auctions</td>
<td>Flower And Garden Shows</td>
</tr>
<tr>
<td>Auto Shows-Auto Static Only</td>
<td>Fund Raising Dinner</td>
</tr>
<tr>
<td>Award Presentations</td>
<td>Funeral Service</td>
</tr>
<tr>
<td>Baby Shower</td>
<td>Graduations</td>
</tr>
<tr>
<td>Ballet Or Other Classical Dance Shows</td>
<td>Harvest Festivals – No Farm Implements Or Equipment</td>
</tr>
<tr>
<td>Balloon Artists</td>
<td>Holiday Events &amp; Parties / Gift Exchanges</td>
</tr>
<tr>
<td>Banquets</td>
<td>Home Shows</td>
</tr>
<tr>
<td>Baptism</td>
<td>Jazz And Jam Concerts – Indoors</td>
</tr>
<tr>
<td>Bar Mitzvahs/Bat Mitzvahs</td>
<td>Jewellery Maker</td>
</tr>
<tr>
<td>Bazaars</td>
<td>Job Fairs Indoors</td>
</tr>
<tr>
<td>Beauty Pageants</td>
<td>Ladies Club Events</td>
</tr>
<tr>
<td>Belly Dancer</td>
<td>Lectures</td>
</tr>
<tr>
<td>Birthday Parties</td>
<td>Luncheons</td>
</tr>
<tr>
<td>Boat Shows (Dry Dock Only)</td>
<td>Meetings - Indoors</td>
</tr>
<tr>
<td>Body Building Contests</td>
<td>Mime</td>
</tr>
<tr>
<td>Book Signing</td>
<td>Mobile Home Shows</td>
</tr>
<tr>
<td>Bridal Showers</td>
<td>Pageants</td>
</tr>
<tr>
<td>Business Meetings And Shows</td>
<td>Poet</td>
</tr>
<tr>
<td>Business Parties</td>
<td>Poetry Reading</td>
</tr>
<tr>
<td>Camera Shows</td>
<td>Professional And Amateur Association</td>
</tr>
<tr>
<td>Card Shows</td>
<td>Meetings</td>
</tr>
<tr>
<td>Caricature Sketching</td>
<td>Puppeteer</td>
</tr>
<tr>
<td>Carolers</td>
<td>Quinceanera</td>
</tr>
<tr>
<td>Cartoonist</td>
<td>Recitals</td>
</tr>
<tr>
<td>Casino Nights</td>
<td>Reunions Indoors</td>
</tr>
<tr>
<td>Chamber Of Commerce Events</td>
<td>Rv Shows</td>
</tr>
<tr>
<td>Charity Benefits, Dances, Auctions, Or Sales</td>
<td>Scouting Jamborees – No Overnight Camping</td>
</tr>
<tr>
<td>Choirs - Indoor</td>
<td>Seances</td>
</tr>
<tr>
<td>Church Services Or Meetings</td>
<td>Seminars</td>
</tr>
<tr>
<td>Civic Club Meetings</td>
<td>Social Receptions – Indoors</td>
</tr>
<tr>
<td>Classic Dance Shows</td>
<td>Speaking Engagements</td>
</tr>
<tr>
<td>Computer Shows</td>
<td>Store Openings</td>
</tr>
<tr>
<td>Concerts - Celtic Music</td>
<td>Story Teller</td>
</tr>
<tr>
<td>Concerts - Chamber Music</td>
<td>Symphony Concerts</td>
</tr>
<tr>
<td>Concerts - Classical Music - Indoors</td>
<td>Teleconferences</td>
</tr>
<tr>
<td>Concerts - Holiday Music</td>
<td>Telethons</td>
</tr>
<tr>
<td>Concerts - Instrumental</td>
<td>Trade Shows – Indoors</td>
</tr>
<tr>
<td>Consumer Shows</td>
<td>Vacation Shows</td>
</tr>
<tr>
<td>Conventions – Indoos</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Event Category</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craft Shows</td>
<td>Ventriloquist</td>
</tr>
<tr>
<td>Dance Competitions</td>
<td>Voter Registration</td>
</tr>
<tr>
<td>Dance Recital</td>
<td>Weddings And Wedding Receptions</td>
</tr>
<tr>
<td>Debutant Balls</td>
<td>Yodeler</td>
</tr>
<tr>
<td>Debuts</td>
<td></td>
</tr>
<tr>
<td>Drill Team Exhibitions</td>
<td></td>
</tr>
<tr>
<td>Educational Exhibitions</td>
<td></td>
</tr>
<tr>
<td>Bingo Games</td>
<td>Impressionist</td>
</tr>
<tr>
<td>Card Games - Blackjack</td>
<td>Jazz And Jam Concerts – Outdoors</td>
</tr>
<tr>
<td>Card Games - Poker</td>
<td>Job Fairs Outdoors</td>
</tr>
<tr>
<td>Carnivals – School Events with No Mechanical Rides</td>
<td>Jugglers (No Pyro)</td>
</tr>
<tr>
<td>Chess Tournament</td>
<td>Magician</td>
</tr>
<tr>
<td>Choirs - Outdoor</td>
<td>Mariachi Band</td>
</tr>
<tr>
<td>Christmas Tree Lighting</td>
<td>Math Tournament</td>
</tr>
<tr>
<td>Clowns - No Motorized Vehicles</td>
<td>Meetings – Outdoors</td>
</tr>
<tr>
<td>Comedians</td>
<td>Menorah Lighting</td>
</tr>
<tr>
<td>Concerts – 50’s, 60’s, 70’s or 80’s Music</td>
<td>Picnics - No Pools Or Lakes</td>
</tr>
<tr>
<td>Concerts - Blues Music</td>
<td>Reunions Outdoors</td>
</tr>
<tr>
<td>Concerts - Classical Music – Outdoors</td>
<td>School Band Competitions Or Events</td>
</tr>
<tr>
<td>Concerts – Country Music</td>
<td>Soap Box Derbies</td>
</tr>
<tr>
<td>Concerts - Folk Music</td>
<td>Social Receptions - Outdoors</td>
</tr>
<tr>
<td>Concerts - Funk Music</td>
<td>Trade Shows – Outdoors</td>
</tr>
<tr>
<td>Concerts - Motown</td>
<td>Union Meetings</td>
</tr>
<tr>
<td>Concerts Soul Music</td>
<td>Video Game Contests</td>
</tr>
<tr>
<td>Dog, Cat, Bird &amp; Other Domestic Animal Shows/Events</td>
<td></td>
</tr>
<tr>
<td>Easter Egg Hunt</td>
<td></td>
</tr>
<tr>
<td>Festival and Cultural Events – Indoors</td>
<td></td>
</tr>
<tr>
<td>Fishing Events</td>
<td></td>
</tr>
<tr>
<td>Golf Events - Non Professional</td>
<td></td>
</tr>
<tr>
<td>Impersonator - Celebrity or Holiday Character</td>
<td></td>
</tr>
<tr>
<td>Aerobics and Jazzercise Classes or Events</td>
<td>Livestock Shows</td>
</tr>
<tr>
<td>Amateur Rodeo and Roping Events</td>
<td>Magic Show</td>
</tr>
<tr>
<td>Baseball - Amateur</td>
<td>Marathons (Walking &amp; Running)</td>
</tr>
<tr>
<td>Basketball - Amateur</td>
<td>Mobile Homes/Rv Shows - Professionally Managed</td>
</tr>
<tr>
<td>Bicycling - No Racing / Offroad</td>
<td>Movie Release Party</td>
</tr>
<tr>
<td>Block Parties/Street Closures/Street Fairs-Under 5,000 Spectators</td>
<td>New Years Party (Private/By Invite Only)</td>
</tr>
<tr>
<td>Bowling Tournaments</td>
<td>Old Timer Events</td>
</tr>
<tr>
<td>Boxing, Wrestling, Hockey and Football Games - Amateur</td>
<td>Parades – Under 5,000 Spectators</td>
</tr>
<tr>
<td>Casino and Lounge Shows</td>
<td>Play Readings</td>
</tr>
<tr>
<td>Cheerleading Events/Competitions (no Pyramids)</td>
<td>Plays</td>
</tr>
<tr>
<td>Comedy Shows</td>
<td>Rugby</td>
</tr>
<tr>
<td>Company or Corporate Retreats</td>
<td>Soccer</td>
</tr>
<tr>
<td>Concerts - Pop Cover Bands</td>
<td>Softball - Amateur</td>
</tr>
<tr>
<td>Cornfield Mazes</td>
<td>Sporting Events – Indoors – Non-Professional</td>
</tr>
<tr>
<td>Country &amp; Western Events – No Rodeos or Rides</td>
<td>Talent Show (No Rap, Hip Hop, Heavy Metal Shows)</td>
</tr>
<tr>
<td>Country Festivals and Fairs – No Rides</td>
<td>Tap Dancing</td>
</tr>
<tr>
<td>Festival and Cultural Events – Outdoors</td>
<td>Tennis Tournament</td>
</tr>
<tr>
<td>Film Screenings</td>
<td>Theatrical Stage Performances</td>
</tr>
<tr>
<td>Film Showings</td>
<td>Volleyball - Amateur</td>
</tr>
<tr>
<td>Golf Tournament - Daytime</td>
<td>Wagon / Hayrides</td>
</tr>
<tr>
<td>Grad Night</td>
<td>Walking / Hiking Tour</td>
</tr>
<tr>
<td>Gymnastic Competitions - Spectators Only</td>
<td>Wine Tasting</td>
</tr>
<tr>
<td>Halloween - Costume Contests</td>
<td></td>
</tr>
<tr>
<td>Ice Skating Shows</td>
<td></td>
</tr>
</tbody>
</table>
Junior Athletic Games
Karate Meets
Lacrosse
Laser Tag (Indoors)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies to “injury,” “bodily injury,” “property damage,” or “personal and advertising injury” arising out of “Designated Events” shown in the Schedule of this endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (2) under Exclusion g. Aircraft, Auto or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by:

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

(a) less than 51 feet in overall length while used, operated or maintained by an insured or by any person in the course of their employment by an insured; and

(b) not being used to carry persons or property for a charge.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ABSOLUTE ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” involving or arising out of, directly or indirectly, asbestos, in any manner or form.

This exclusion includes, but is not limited to, claims or “suits” concerning exposure or alleged exposure to asbestos, as well as claims or “suits” concerning the incorporation, presence, or removal of asbestos in any building, structure, or product.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the existence or control of the hazardous properties of lead, irrespective of the form or source of such lead.

This exclusion applies, but is not limited to the following:

1. To liability assumed under any contract or agreement;

2. To any obligation to pay or indemnify any person, organization, or governmental agency for any portion of the injury, damage, or expense;

3. To any supervision, instructions, recommendations, requests, warranties or representations (expressed or implied), warnings, or advice given or which should have been given regarding the existence or control of the lead.

When used in this exclusion:

I. “Control” includes, but is not limited to testing, monitoring, abatement, clean-up, removal, containment, treatment, or disposal.

II. “Form” means anything containing lead, including, but not limited to air, water, earth, dust, paint, plumbing solder, and pipes and fixtures.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ALL HAZARDS IN CONNECTION WITH DESIGNATED EVENTS OR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- Aircraft Events
- Animal Acts and Shows
- Bicycle Rallies, Races and Events
- Block Parties/Street Closures/Street Fairs-over 5,000 in attendance
- Boat Shows
- Bounce Houses
- Bungee Jumping
- Carnivals With Amusement Devises
- Circuses
- Concerts - Not Otherwise Classified
- Concerts with Rap, Hip Hop, Heavy Metal, Ski Punk or similar types of music
- Cycle Events
- Evangelistic Meetings with Faith Healing or Similar Activities
- Events with Armed Private Security
- Events with Known Attendance Prior to the Event Greater than 5,000 People
- Events with prior losses
- Exotic Animal Shows and Events
- Film Production
- Fireworks
- Fraternity Events
- Go Kart Races
- Gun and Knife Shows
- Halloween - Haunted Houses
- Hand gliding/Sky Diving
- Hay Rides
- Heads of State Events
- Hot Air Balloon Rides/Events
- Hypnotist
- Inflatables
- Instructional Classes - Drives Education, Flying or Health
- Laser Tag
- Luge
- Marathons / Walkathons
- Mechanical Amusement Devices Including Mechanical Bulls
- Mosh Pits
- Motorized Sporting Events
- New Years Party (Open to public/not by invite only)
- Nightclub Shows
- Overnight Camping and Retreats
- Paint Ball
- Parachuting
- Parasailing
- Political Rallies
- Professional Sports

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Any event with a known attendance prior to the event greater than 5,000 people. Any event not otherwise scheduled in TULIP Hazard Class I Events, or TULIP Hazard Class II Events, or TULIP Hazard Class III Events.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the events or premises shown in the Schedule of this endorsement unless the events or premises are separately and specifically endorsed to this coverage part.
EXCLUSION – DESIGNATED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Description Of Designated Activities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hang Gliding</td>
</tr>
<tr>
<td>Parasailing</td>
</tr>
<tr>
<td>Parachuting</td>
</tr>
<tr>
<td>Tobogganing</td>
</tr>
<tr>
<td>Luge</td>
</tr>
<tr>
<td>Skateboarding</td>
</tr>
<tr>
<td>Trampolines</td>
</tr>
<tr>
<td>Bungee Jumping</td>
</tr>
<tr>
<td>Hot Air Balloon Rides</td>
</tr>
<tr>
<td>Mosh Pits</td>
</tr>
<tr>
<td>Slam Dancing</td>
</tr>
<tr>
<td>Skycoaster</td>
</tr>
<tr>
<td>Mechanical Bulls</td>
</tr>
<tr>
<td>Saddle Animals</td>
</tr>
</tbody>
</table>

Specified Location (If Applicable):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to Paragraph 2, Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the activities described in the Schedule of this endorsement, regardless of whether such activities are conducted by you or on your behalf or whether the activities are conducted for you or for others.

Unless a “location” is specified in the Schedule, this exclusion applies regardless of where such activities are conducted by you or on your behalf. If a specific “location” is designated in the Schedule of this endorsement, this exclusion applies only to the described activities conducted at that “location”.

For the purpose 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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY LIABILITY - ENTERTAINMENT INDUSTRY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This policy does not apply to:

“Personal and advertising Injury” arising out of the development, creation, pre-production, production, post-production, distribution, exploitation, writing, broadcasting, airing, performing or exhibition of films, television/cable programs, radio programs, stage plays, video/audio cassettes, music, sheet music, computer programs, books or other similar materials, and properties; or to any advertising or broadcasting activities.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIREWORKS
WITH EXCEPTION FOR CONCUSSION EFFECTS,
FLASHPOTS AND SMOKEPOTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to Paragraph 2, Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of fireworks, pyrotechnic devices, or any explosive materials.

This exclusion does not apply to any “concussion effect”, “flashpot” or “smokepot” that is induced electrically in a cylinder with no projectile, wadding or wrapping and is used to create visual effects and/or an explosive noise.

B. For the purpose of this endorsement, the following definitions apply:

1. “Concussion effect” means an effect intended to produce a loud noise and a violent jarring shock for dramatic effect.

2. “Flashpot” means a device containing flashpowder and intended to produce a flash of light and capable of directing the flash in an upward direction.

3. “Smokepot” is a pyrotechnic device used to create smoke.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – THROWING, KICKING OR PROJECTING OF OBJECTS OR PERSONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to Paragraph 2, Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of throwing, kicking or projecting any object by an insured or any member of an insured band during a performance, including but not limited to any performer throwing objects, himself, herself, or another person.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to “bodily injury” or “property damage” arising out of animals that are not performing or are not intended to perform at an event sponsored by an insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMPARATIVE ADVERTISING
(DESIGNATED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designated Covered Operations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Exhibitor(s)</td>
</tr>
<tr>
<td>2. Non Food Concessionaire(s)</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to designated operations shown in the Schedule, the definition of “personal and advertising injury” in the Definitions Section is replaced by the following:

1. “Personal and advertising injury” means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that violates a person’s right of privacy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO PREMISES RENTED TO YOU FOR SEVEN OR FEWER CONSECUTIVE DAYS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion j. of Paragraph 2, Exclusions of Section I – Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

This insurance does not apply to:

j. Damage To Property
   “Property damage” to:
   (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
   (2) Premises you sell, give away or abandon if the “property damage” arises out of any part of those premises;
   (3) Property loaned to you;
   (4) Personal property in the care, custody or control of the insured;
   (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations;
   (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

Specimen
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EMPLOYEE DEFINITION
(TEMPORARY EMPLOYEE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of “Employee” in the Definitions Section is deleted and replaced by the following:

“Employee” includes a “leased worker” or a “temporary worker”.

Specimen
LIMITATION OF COVERAGE TO DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designated Covered Products:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clothing apparel, records, tapes, CDs, posters, badges, photos, stickers, food and beverages.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Products-Completed Operations hazard portion of this Policy will apply only to “bodily injury” or “property damage” included in the “products-completed operations hazard”, and arising out of any of “your products” shown in the Schedule.
POLICY NUMBER: COMMERCIAL GENERAL LIABILITY ECG 24 560 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED EVENTS FOR TENANT USER’S LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

<table>
<thead>
<tr>
<th>Designated Covered Event</th>
<th>Tenant User’s Name</th>
<th>Coverage Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Schedule On File With The Company</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

1. This policy applies only to "injury", “bodily injury,” “property damage,” or “personal and advertising injury” arising out of event(s) designated in the Schedule above, in the reporting form or added by endorsement.

2. As respects the Tenant Users Liability Insurance, the Named Insured(s) is the “Tenant User(s)”, “Non-Food Concessionaire(s)”, “Food Concessionaires”, “Exhibitors,” or “Attractions” shown in the Schedule above, in the reporting form or added by endorsement.

3. As respects this endorsement, the Limits of Insurance shown in the Declaration will apply separately to each designated event shown in the Schedule above, in the reporting form or added by endorsement.

4. Premiums due must be reported on the next periodic Reporting Form.

5. As respects this endorsement, the ‘Other Insurance’ condition in Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

We will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against those other insurers.

Under this excess insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all such other insurance.

ADDITIONAL DEFINITIONS:

“Attraction(s)” is an entity that provides entertainment at the Designated Event.

“Exhibitor(s)” is an entity that exhibits or demonstrates, but does not sell products at a Designated Event.

“Food Concessionaire(s),” is an entity that sells food products at a Designated Event.

“Non-Food Concessionaire(s),” is an entity that sells other than food products at a Designated Event.

“Tenant User(s)” is the Lessee of the Facility or Venue where the Designated Event is held.
**Policy Number:**
Renewal of Number: New

**LIQUOR LIABILITY DECLARATIONS**

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**Employers Fire Insurance Company**
One Beacon Lane
Canton, MA 02021

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<table>
<thead>
<tr>
<th>Item 1. Named Insured and Mailing Address</th>
<th>Agent Name and Address Sub Producer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AS PER COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - EDEC 526 12 05</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Item 2. Policy Period**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**Item 3. Limits of Insurance**

<table>
<thead>
<tr>
<th>Each Common Cause Limit</th>
<th>Aggregate Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each “Declared Event”</td>
<td>$1,000,000 Each “Declared Event”</td>
</tr>
</tbody>
</table>

**Item 4. Description of Business and Location of Premises**

<table>
<thead>
<tr>
<th>Form of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Individual</td>
</tr>
</tbody>
</table>

**Business Description:** TULIP

**Locations of All Premises You Own, Rent or Occupy:**

**AS PER COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - EDEC 526 12 05**

---

<table>
<thead>
<tr>
<th>Classification</th>
<th>Code No.</th>
<th>Premium Base</th>
<th>Rate</th>
<th>Advance Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor Liability</td>
<td>58168e</td>
<td>Each “Declared Event”</td>
<td>See Rate Endorsement</td>
<td>See EDEC 526 12 05</td>
</tr>
</tbody>
</table>

**Policy Premium:** $Included
**State Tax or other (if applicable):** $
**Total Premium:** $Included

**Audit Period (if applicable)**

| [ ] Annually | [ ] Semi-Annually | [ ] Quarterly | [ ] Monthly |

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EDEC 527 12 05
Item 6. ENDORSEMENTS ATTACHED TO THIS POLICY:
AS PER COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - EDEC 526 12 05

Countersigned:
Date: ____________________________ By: ____________________________
Authorized Representative

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.
LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement
   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:
      (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

   b. This insurance applies to "injury" only if:
      (1) The "injury" occurs during the policy period in the "coverage territory"; and

2. Exclusions
   This insurance does not apply to:
   a. Expected Or Intended Injury
      "Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
   b. Workers' Compensation And Similar Laws
      Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
c. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. **Liquor License Not In Effect**

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. **Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. **Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. **War**

"Injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. 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 $250 a day because of time off from work.

4. All costs taxed against the insured in the "suit".

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
      (1) "Injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above; or
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above.
      (2) "Property damage" to property:
         (a) Owned or occupied by, or
         (b) Rented or loaned
            to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
   b. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
   3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
      a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
      b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy
   Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit
   a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "injury" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any "injury".
b. If a claim is made or "suit" is brought against any insured, you must:
   (1) Immediately record the specifics of the claim or "suit" and the date received; and
   (2) Notify us as soon as practicable.
   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:
   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   (2) Authorize us to obtain records and other information;
   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";
   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us
   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance
   If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:
   a. Primary Insurance
      This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.
   b. Method Of Sharing
      If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
      If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations
   By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew
If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the "injury" arises out of:

(1) Goods or products made or sold by you in the territory described in a. above; or

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.

6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
b. Includes:
   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
   (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.
ADDITIONAL INSURED – CONCESSIONAIRES TRADING UNDER YOUR NAME

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Concessionaire:

All Concessionaires Trading Under Your Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the concessionaire(s) shown in the Schedule but only with respect to their liability as a concessionaire trading under your name.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): All Premises Leased to You
2. Name of Person or Organization (Additional Insured): All Managers or Lessors of Premises
3. Additional Premium: Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| State Or Political Subdivision: All States or Political Subdivisions issuing such permits to the insured |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

Any Athletic Events

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:
All Location, Premises and Classification

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section I – Supplementary Payments:
   h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.
ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
   a. Employment;
   b. Investigation;
   c. Supervision;
   d. Reporting to the proper authorities, or failure to so report; or
   e. Retention;
   of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.
EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

1) A person arising out of any:
   (a) Refusal to employ that person;
   (b) Termination of that person's employment; or
   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

1) A person arising out of any:
   (a) Refusal to employ that person;
   (b) Termination of that person's employment; or
   (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

1) Whether the insured may be liable as an employer or in any other capacity; and

2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi And Bacteria Liability Aggregate Limit  $ 15,000 Sublimit

A. The following exclusion is added to Paragraph 2.

Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

C. The following are added to Section III – Limits Of Insurance:

1. Subject to Paragraphs 2. and 3. of Section III – Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

D. The following definitions are added to the Definitions Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:
Spouse or registered domestic partner under California law.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

   If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

   a. 10 days before the effective date of cancellation if we cancel for:

      (1) Nonpayment of premium; or
      (2) Discovery of fraud by:

         (a) Any insured or his or her representative in obtaining this insurance; or
         (b) You or your representative in pursuing a claim under this policy.

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

   a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

      (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

      (2) Discovery of fraud or material misrepresentation by:

         (a) Any insured or his or her representative in obtaining this insurance; or
         (b) You or your representative in pursuing a claim under this policy.

      (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Capital Assets Program Coverage Form (Output Policy);

(2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

   We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

   This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants’ household property contained in a residential unit, if such coverage is written under one of the following:

   Capital Assets Program (Output Policy) Coverage Part

   Commercial Property Coverage Part

   Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

   a. We may elect not to renew such coverage for any reason, except as provided in b., c., and d. below:

   b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

      However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

      (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

      (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

      (3) We have:

         (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

         (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

         the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

   c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

   d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

      (1) Capital Assets Program Coverage Form (Output Policy);

      (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

      (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

   a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.
TULIP Event Insurance

TULIP - Event Insurance

Tenant Users Liability Insurance Policy, or TULIP, is an easy to use, fast method of insuring most types of events and activities taking place at various facilities and venues throughout the United States.

What is a TULIP Program?
The TULIP Program provides low cost general liability insurance to “third party” users of various venues and facilities for events. It protects both the user and the facility against claims by guests who may be injured as a result of attending an event.

Events may range from seminars, receptions and weddings, to sporting events and concerts. Your premium quote is based upon the risk associated with the given event or activity, the number of days coverage is needed, the number of attendees and if there are any special requirements, such as alcohol liability, food service, etc.

How does TULIP work?

1. When you decide on a participating venue or facility for your event, the facility management will direct you to our website. Your facility should provide you a seven digit ID code that identifies the facility within our system.
2. Follow our online process to enter this ID code and answer a few basic questions about your event to receive an online quote.
3. If you decide to purchase coverage through the program, you can simply enter your credit card information and secure the coverage online. We will even take care of forwarding you a Certificate of Insurance.

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82

https://www.onebeaconentertainment.com/OneBeaconEntertainment/pages/products/tulip... 11/14/2019
DATE: June 26, 2020

TO: Boulder Library Commission

FROM: David Farnan, Library and Arts Director
Jennifer Phares, Deputy Library Director

SUBJECT: Library Reopening: Report on Current Library Services

Current Services
Carryout and Returns at the Main Library
Patrons can place holds and pick them up by appointment at the Main Library on Monday, Tuesday, Thursday and Friday, 10 a.m. to 4 p.m. and Wednesday to 1 to 7 p.m.

Since carryout service began on May 18, 2020, the operating schedule increased from 30 to 36 hours per week and library staff have fulfilled nearly 5,000 holds (May 20, 2020 through June 20, 2020). Patrons appear for more than 95 percent of the appointments Staff make exceptions, when they are safely able to assist patrons who show up without appointments.

Since June 15, 2020 staff have checked in more than 6,100 items, thousands of items are still in quarantine and will be checked in and processed once the quarantine period has passed.

During June, BPL distributed more than 300 Pride flags in partnership with Out Boulder!

Ask A Librarian
Ask A Librarian questions have increased more than 300 percent.

This message was sent to Ask A Librarian on June 25, 2020.

Love to the Library
I just want to thank your staff at the Boulder Library for doing an excellent job. I found out on Sunday that my 90-year old grandma is in the last stages of her life, and that I would be able to see her on Saturday (only one person per day can visit in the hospital). So I’m driving (NOT flying) to Missouri tomorrow. Sunday, I put in a hold request to get some audiobook CDs from the library to play on the long drive, and Tuesday I was notified that they were ready . . . but the first available pick up date was Saturday. 😊 I called and explained why I had been tardy to request them and why I wanted them earlier, and the sweet librarian I spoke to had them ready for me same-day as a special exception. I just really appreciate their compassion and willingness accommodate me. Our librarians are the best.

Carnegie Library for Local History
The Carnegie Library for Local History is offering basic research and scanning services by email. Requests are fulfilled first-come, first-served, with a 1-week turnaround time.

Upcoming Services
Home delivery service
Home delivery for current homebound patrons resumed this week by volunteers. During the COVID pandemic, the number of individuals who qualify as homebound has dramatically increased as many patrons are among vulnerable populations and recommended to stay home whenever possible by the safer-at-home order. To supplement the current volunteer-led delivery service, BPL is organizing a temporary, staff-supported component of home delivery to meet the anticipated increased demand. Public Service staff members will be assigned part of their shifts to process and deliver holds to patrons who request the service. Home delivery is schedule to expand with staff support on July 7, 2020. The service will be based on need and dependent on staff and volunteer availability. This temporary expansion is planned for approximately six months, after which time the service will transition back to a volunteer-based service.

Dial-a-patron
Dial-a-patron is an outreach program that began in June 2020. Staff is calling the more than 6,000 older adult (age 60+) patrons who live in the city limits. Staff inquire about patrons’ current situation, their ability to access library materials and services, whether they need home delivery due to the COVID pandemic, and if they are interested in receiving future calls from the library. All in all, patrons have been grateful to hear from staff. They share their desire to come back to the library specifically for the branch locations. Staff will consider available options to address these needs.

Carryout and returns at Meadows
Staff will begin carryout service and materials returns at the Meadows Branch Library on July 7, 2020. Providing this service at Meadows was chosen for several reasons:
- Meadows is the library most geographically separated from the Main Library
- Neighborhoods in the Meadows area have transportation issues with getting to the Main Library.
- Meadows is in close proximity to older adult community facilities.
- This area of the city has the largest population of older adult and lower socio-economic community members.

Schedule: Carry out service will be available by appointment 10 a.m. to 4 p.m. on Tuesday, Thursday, Friday and Saturday and 1 p.m. to 7 p.m. on Wednesdays.

Main Library opening to patrons
The Main Library will open to patrons on a limited basis in late July 2020. Telephone-based customer service, self-pickup of holds, self-checkout, customized collection requests (see below), some browsing, and limited public computing. No general lounge areas will be available. Use of the meeting rooms, study rooms, Canyon Theater or children’s play area will not be permitted. There will be no public programs or story times for the foreseeable future. A limited number of patrons will be permitted in the building at any time. Patrons will be asked to wear face coverings, observe 6’ distance from others. Directional signs and floor markings will indicate traffic patterns and queuing. A contract security officer will be on-site.

Customized collection requests
When the Main Library opens to the public, the stacks will be closed. To provide patrons with more access to library materials, patrons may contact the library to request that staff pull groups of materials from the collection. This service will be in addition to patrons placing holds on individual items. Patrons may ask “Would you please pull 10 mystery books for me?”, “Please pull 15 dinosaur books, or 10
Superhero books”, etc. This temporary service is similar to that provided to educators. Patrons will be able to pick up these custom collections pulled just for them to meet their reading needs.

New PC reservation/ Print release software
The library has new PC reservation/ Print Release software for all of patron computers. The new program is more intuitive for patrons and staff, allows for credit card payment of print jobs, and costs less than the previous software, Envisionware. The new system will be available when the Main Library opens to patrons. Patrons will be allowed ten free print jobs per day.

Seeds Library Café
Later in July, Seeds will offer food/beverage service to outdoor seating available on the Civic Area lawn outside the Main Library Canyon entrance. Service will be available Monday through Wednesday 10:30 a.m. to 5 p.m.

Current and Recent Virtual Programs
A wide variety of programs, reflecting existing program areas and goals, have been launched virtually within the last several months. Staff pivoted quickly learning many new online platforms and adjusting formats/content with community presenters to maximize the online experience. Here are some highlights:

- **Summer of Discovery** launched June 15, 2020 and to date 575 people (all age groups) have registered and have read a total of 6,525 minutes.
- Story time videos are added to the BPL’s YouTube channel in both English and Spanish almost daily. More than 50 videos have been created, some including special guest readers, with a total of over 2,000 views.
- **Dial-a-Story** launched and staff has plans to add Spanish books in the near future.
- The youth Spanish language learning series “Spanish Class with Ms. Denise” was very popular. From May 18, 2020 through June 17, 2020 the classes were viewed 3,160 times for an average of 226 views per week!
- The online version of Drop-in Tech Help, Virtual Tech Help, launched with both English and Spanish speaking volunteers available to call, or meet online, to assist patrons with tech help issues. Fourteen patrons have used the service since launch.
- Teen Chats, a weekly Zoom meet-up, began March 26, 2020 to support socially-distant teens during quarantine. The program has occurred fourteen times and has seen consistent attendance (100 total participants; Seven participants on average per week).
- Conversations in English has resumed online through Zoom, and is now offered six days a week. All of the volunteer facilitators who used to lead these groups onsite have returned for the virtual meetings.
- BPL supports and shares partner events on the calendar including JLF happenings and programs run by the Boulder Genealogical Society.
- Civic-related programs include a panel on fake news that has been viewed 66 times, after a live attendance of 37 participants. 58 people attended (with 248 subsequent views) a poetry program presented by local artist collective, the Arbor Institute, prioritizing BIPOC and LGBTQ+ voices to confront and change the systemic racial, gender, and social injustice at the root of the climate crisis.

Virtual Programs: Coming Soon
• The inaugural One Book, One Boulder program will launch the week of July 6, 2020. BPL selected the book *So You Want to Talk About Race* by Ijeoma Oluo as this year’s community read. A robust series of programs will be offered from July through October, with an author talk and community Q&A occurring Nov 5, 2020 from 7:00 to 8:30 p.m. Example programs include a monthly book discussion group led by community leaders, a performance by MOTUS Theater, a workshop for parents/caregivers on how to talk to your kids about race, a teen writing workshop, poetry readings and connected Story times/Dial-a-Story sessions. The aim is to offer programs for all age levels to promote community learning, reflection and action around the issue of racial equity.

Within the collection 209 paperback copies will be available, with the addition of 16 copies for two *Books in a Bag*. During the month of July, the audiobook version will be available to patrons with no waitlists (and free for BPL with no charges per use). After July, BPL will purchase a Simultaneous Use license to extend the audiobook benefit to patrons for one year. There is a possibility of the Boulder Library Foundation (BLF) doing an e-book giveaway. Currently, there are 12 e-book copies and 130 holds.

• With staff returning from furlough programming initiatives will become even more robust, including the re-start of Seed-to-Table offerings, which tie into issues of community resiliency and food insecurity.
• Outreach initiatives such as STEAM kits are being developed with instructional videos, follow up Q&A sessions, and a STEAM project for youth. Free material kits will be available as part of carryout service and/or delivered to specific outreach partners. The first video/kit will be available in July 2020.

**QUESTION FOR THE LIBRARY COMMISSION:**
What questions does the Library Commission have about the current or upcoming library services?
Commission Memo
Meeting Date: July 8, 2020 – via Zoom

1. Items from Commission (verbal)
   a. Ongoing outreach efforts (All)
      i. Outreach to community
   b. ALA – Engaging Library Supporters During COVID-19 Pandemic – ongoing webinars

2. Updates from Commissioners Representing the Commission in other Venues (verbal)
   a. BLF Update (Jane / Joel)
      i. Update on HALO
   b. Champions – joint efforts

3. Update on Emails & Phone Calls to Library Commission

Re: Library as the place to discuss equity and justice
From: Young, Mary (youngm@bouldercolorado.gov)
To: juana@lawrenceandgomez.com
Cc: bpl-com@boulderlibrary.org; farnand@boulderlibrary.org; pharesj2@boulderlibrary.org
Date: Friday, June 5, 2020, 8:44 PM MDT

Thank you Juana. I look forward to the conversation and to the One Book One Boulder effort!

We're all in this together...six feet apart.

In solidarity,

Mary Dolores Young
Boulder City Council
303-501-2439

"All ethics ... rest upon a single premise: that the individual is a member of a community of interdependent parts..." - Aldo Leopold

From: Juana Gomez <juana@lawrenceandgomez.com>
Sent: Friday, June 5, 2020 4:21 PM
To: Council <council@bouldercolorado.gov>; Brautigam, Jane <BrautigamJ@bouldercolorado.gov>
Cc: BPL-COM <BPL-COM@boulderlibrary.org>; Farnan, David <FarnanD@boulderlibrary.org>; Phares, Jennifer <pharesj2@boulderlibrary.org>
Subject: Library as the place to discuss equity and justice

External Sender
Dear Boulder City Council and City Manager,

First and most importantly, we hope you are well.

Thank you for your rapid response to issues facing our City as a result of COVID-19. While there continue to be major difficulties, you should be recognized for addressing these matters quickly.

A reduced budget presents immediate challenges. This summer’s financial situation highlights the urgency for the ...
Re: Important Message from Community Member

From: juana@lawrenceandgomez.com
To: dallabetta.francesca@gmail.com
Cc: joelkoe44@gmail.com
Date: Friday, June 26, 2020, 9:23 AM MDT

Dear Francesca,

Thank you for reaching out to the Commission and for volunteering at Reynolds, my neighborhood branch.

You bring up a timely and important issue. We, the Commissioners, and the library staff agree with you that library materials that instruct our community should be readily available. Of the titles you mention, for example, the Library owns 58 copies of How To Be An Antiracist in various formats. As the holds information reveals, the demand for that book exceeds this supply. Staff constantly monitors that data and acquires new materials as the [shrinking] budget allows. I will follow up with them.

In addition, the home page of the Library has recommendations for The Hate You Give as well as a list of books that address anti-racism and pride. The website includes links to internal and external lectures, presentations, and events that address equity and justice.

This may also be of interest to you. In the Fall, staff will conduct One Book One Boulder as a virtual event. The featured book is So You Want To Talk Bout Race by Ijeoma Oluo.

Again, thank you for being engaged and please continue to bring important issues to our attention.

Best regards,

Juana Gomez, Chair
Boulder Library Commission

On Tuesday, June 9, 2020, 12:15:53 AM MDT, Francesca Dalla Betta <dallabetta.francesca@gmail.com> wrote:

Dear Commission members of the Boulder Public Library,

I hope you are doing well. My name is Francesca Dalla Betta and I am writing to you as a community member of Boulder, as well as a former volunteer leader of the Reading Pals Program at The Reynold's branch library.

I love the Reynold's branch library that I am lucky to live near, and I strongly believe in the power of libraries. In light of recent events, with the protests and unveiling of forms of racism that have existed for centuries, I wanted to reach out as a library user to share my support for a more diverse collection of books and resources. I know this matters to you all already, as I've seen in the 2018 Master Plan, particularly in Part Two: Community Trends and Needs and the commitment in part 3 to reaching out to diverse populations.
I understand your librarians must present knowledge in an unbiased manner, and I also know the importance of highlighting Black and diverse authors and protagonists is invaluable, especially with children's books. Many studies have shown that racial bias starts as early as preschool, and seeing positive representations of non-white characters is crucial for children to develop. Here is just one link with 70+ children's books with diverse main characters.

I focus on children's books as children and families make up the largest group BPL serves, but the importance of this extends to the teen and adult sections as well. Books like How to be an Antiracist by Ibram X Kendi, The New Jim Crow by Michelle Alexander, and White Fragility by Robin DiAngelo (among many others) should be available in numerous copies and displayed prominently when the library is able to reopen. Having all these books serves all communities; Boulder is predominantly white, and it is crucial that our residents learn and read about our privileges, and imperative that children see heroes of all races. And, as your plan has noted, some 40,000 library card holders are outside Boulder and the demographics of Boulder are changing, so having more books of diverse authors and characters is imperative in making all patrons feel welcome.

Thank you for reading my email, and I hope action steps can be taken by the BPL to support and provide these materials as the library is a cornerstone to this vibrant community. The books and authors we read are powerful.

Thank you,

Francesca Dalla Betta

dallabetta.francesca@gmail.com

303-956-8983
COLLECTION DATA ON LIBRARY MATERIALS ON RACIAL EQUITY SUBJECT MATTER

The Anti-Racism book list in the library catalog was compiled by Terzah Becker and has many books from publicized lists on the topic. It includes physical books as well as e-books and downloadable audio items. Collection Development Librarian Laura Hankins says “The use statistics are staggering” and show Boulder patrons are interested in learning about injustices, and growing with this movement and the fight for equality in our world. See Attachment A. The book list will be updated as new titles are acquired during the upcoming weeks and months. Please note that patron demand and holds numbers change daily. The Collection Development is doing their best to meet the demand. If you have questions, or comments please pass them along to Ms. Hankins hankinsl@boulderlibrary.org.

NORTH BOULDER BRANCH LIBRARY PROJECT UPDATE

The design team has continued work on the Site Review submission and conducting ongoing work with consultants to respond to Planning and Development Services (P&DS) staff comments. After this ongoing work, and in consultation with P&DS, the design team submitted an updated packet on June 15, 2020 which included the revised site plan and building design which reflects value engineering work conducted this spring and outlined in last meeting’s packet. The design team is awaiting a response from P&DS, but has been told that they expect no further staff comments at this juncture and that the project is tentatively cleared to move on to Planning Board for a hearing which is tentatively scheduled for August 6, 2020 (this date has not been confirmed). The design team continues to work with the architect and consultants on building details, including: mechanical systems and facility controls, exterior finishes, and interior details. In addition, now that their contract is finalized, the team is working to incorporate the Public Art design from Daily tous les jours and is looking for an opportunity to prototype the interactive art piece both in Montreal, Canada and then here locally. In order to prepare for bidding and procurement, staff are working with COB purchasing department to refine the bidding, negotiations, and contract process. Documents and processes for this process are expected to be in place by late summer and a request seeking qualified contractors will be public this fall.

Attachment B is updated architectural renderings included in the most recent submission. A link to the full packet will be shared with Commission once it’s publicly available on the P&Ds site.

TEEN VIRTUAL SUMMIT

Please see Attachment C for a flier, designed by Teen Services Librarian Leanne Slater, advertising September’s Teen Virtual Summit Event.
Trending titles in Anti-Racism booklists.

The table below represents top trending titles by holds request.

The following titles were added on Overdrive’s “cost per circ” lending model. This allows more patrons to access popular titles and reduces wait times.

For example, we own 40 copies of the eBook, White Fragility, but 97 are checked out, which means some "copies" are in use thru this model.

Like Hoopla titles, these are not considered "copies" and so are not presented in the table.

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<th>Title</th>
<th>Formats</th>
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<th>Sum of Holds</th>
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<td>Me and white supremacy: Combat Racism, Change the World, and Become a Good Ancestor</td>
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<td>Stamped from the beginning: the definitive history of racist ideas in America</td>
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<td>The warmth of other suns: the epic story of America's great migration</td>
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<td>The fire next time</td>
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<td>I know why the caged bird sings</td>
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<td>The bluest eye</td>
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<td>Why I’m No Longer Talking to White People About Race</td>
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<td>Sister outsider: essays and speeches</td>
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<td>eAudio Hoopla: Always Available</td>
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<td>The fire this time: a new generation speaks about race</td>
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<td>Roots: the saga of an American family</td>
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TEEN VIRTUAL SUMMIT W/ AWARD-WINNING AUTHOR MEREDITH RUSSO!

SATURDAY, SEPT. 12 @ 4:30-6PM

Register online at bit.ly/virtualteensummit