

**LICENSE AGREEMENT FOR BIKE RACK AND TENT**  
**WITH THE SKI RACK**  
**2013-2014 SEASON**

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and THE SKI RACK, INC. d/b/a SKI RACK, a commercial establishment located at 85 Main Street, Burlington, Vermont (hereinafter SKI RACK or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way in front of the property occupied by SKI RACK at 85 Main Street; and

WHEREAS, SKI RACK stated on its application (attached hereto as Exhibit A) that it wishes to place one bike rack covered by a tent in the greenbelt adjacent to the sidewalk directly in front of 85 Main Street; and

WHEREAS, SKI RACK has stated in its permit application that there are no physical barriers around the bike rack and tent and they will cover a 121 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and SKI RACK enter into the following License Agreement:

1. TERM

The CITY grants to SKI RACK (hereinafter LICENSEE) a license to place one bike rack covered by a tent covering an area of 121 sq. ft. on the public right-of-way in front of

85 Main Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain one bike rack and one tent on the public right-of-way (hereinafter referred to as the premises) for advertising purposes. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic.

The bike rack and tent must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

a. LICENSEE shall maintain the bike rack and tent in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the bike rack and tent and any damage to the bike rack and tent is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the bike rack and tent, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

c. The bike rack and tent shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The bike rack and tent shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable on or before May 1 of each year to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This license Agreement is immediately revocable should LICENSEE discontinue use of the bike rack and tent. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the bike rack and tent and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an

additional insured and shall be given 15 days written notification prior to cancellation of such insurance. The certificate shall be attached to this Agreement as Exhibit D.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance and endorsement are on file with the CITY at all times. **Failure to furnish a current certificate of insurance and endorsement will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the bike rack and tent.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

12. This License Agreement supersedes all other License Agreements executed for this location.

DATED at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_,

2013.

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

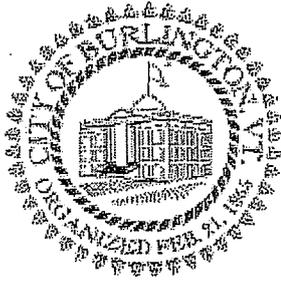
By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

THE SKI RACK, INC.  
d/b/a SKI RACK

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
J. Zandy Wheeler,  
Duly Authorized





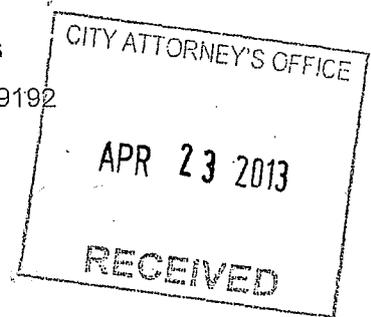
OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance Application / Renewal**

Effective 04/30/2013 - 04/30/2014

J ZANDY WHEELER  
 SKI RACK  
 85 MAIN STREET  
 BURLINGTON VT 05401

DATE: Tuesday, February 5, 2013  
 PHONE: 802-658-3313 802-238-9192  
 FAX: 802-658-5083  
 EMAIL:



DBA NAME: SKI RACK

COMPANY: SKI RACK

LOCATION: 85 MAIN STREET

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

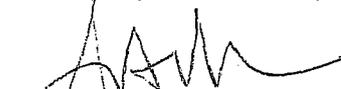
Placement of Encumbrance: Tent and Bike Rack

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 121

**PLEASE ATTACH:**

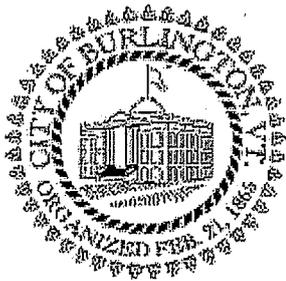
1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$146 -

Signature   
 J ZANDY WHEELER

Date 7-4-13

For office use only: Amount received \$ 146.00 on 4/5 Check # 66569  
 Sent to Attorney: 4/23

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

### Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: SKI RACK

DATE: Friday, April 5, 2013

COMPANY: SKI RACK

PHONE: 802-658-3313 802-238-9192

LOCATION: 85 MAIN STREET

FAX: 802-658-5083

MAILING ADDRESS: J ZANDY WHEELER  
 85 MAIN STREET  
 BURLINGTON VT 05401

#### RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes  No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes  No

3. Additional Comments: CANOPY @ GARAGE BELT FOR BIKE PARKING

4. A 121 square foot placement of TENT AND BIKE RACK at 85 MAIN STREET

#### DEPARTMENT OF PUBLIC WORKS

Approved? Yes

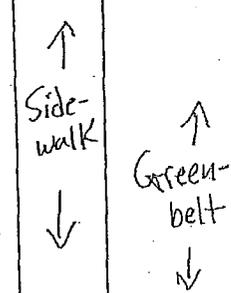
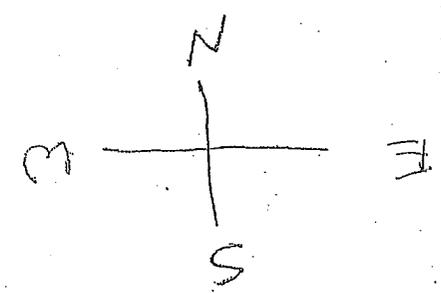
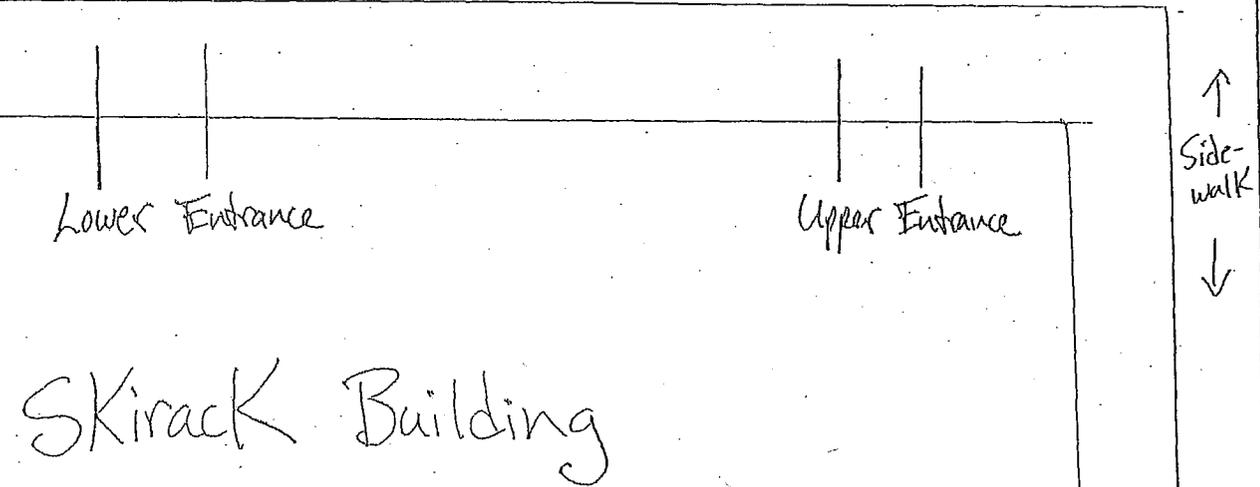
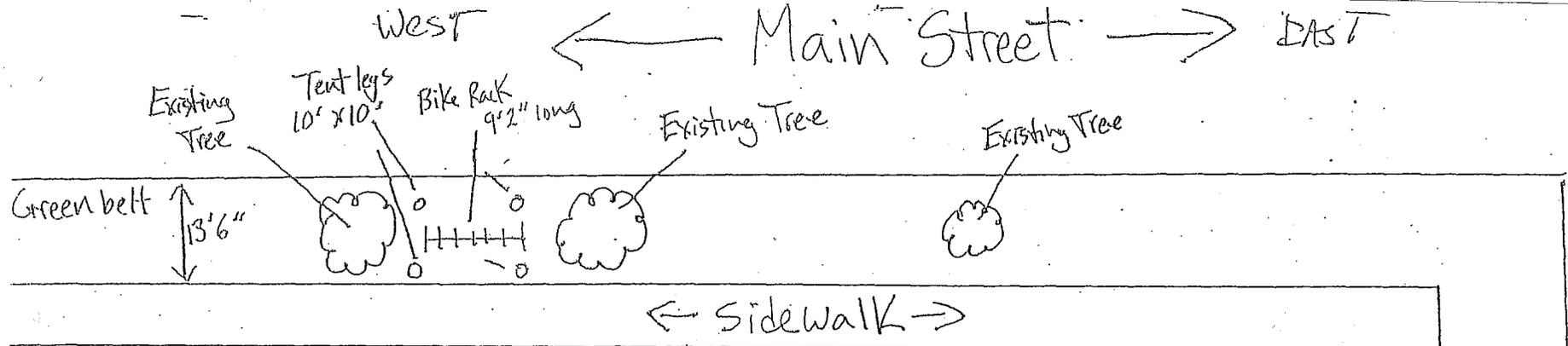
No

Explain: RENEWAL - SAME AS PREVIOUS YEAR

Signature Ron Gore

Date: 04/23/13

Exhibit B





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2012

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

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

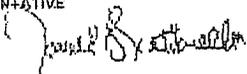
<b>PRODUCER</b> Horizon Agency, Inc. 6500 City West Pkwy #100 Eden Prairie, Minnesota 55344	Phone: (952)944-2929 Fax: (952)944-3091	<b>CONTACT NAME:</b> Linda Brogel, CISR <b>PHONE (A/C, No., Ext):</b> (952)914-7133 <b>E-MAIL ADDRESS:</b> linda@horizonagency.com <b>FAX (A/C, No.):</b> (952)944-3091																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Fire Insurance Company Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Company Of Hartford	20478	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																						

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		2097826919	6/8/2012	6/8/2013	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 4,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG	\$ 4,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATUTORY LIMITS	OTHR.
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured (per form SB146932D 07/2009): City of Burlington  
 Solely as respects to the negligence of the named insured with regard to a bike rack and tent in front of insured's store at 85 Main Street and in regard to a projecting sign in overhanging the sidewalk in front of the insured's store at 157 Bank Street. Cancellation provision applies per form SB147049-B (07/2009).

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  City of Burlington; City Clerk & ATTN: Susan Meehan Treasury Off; Encumbrance App Div 149 Church Street Burlington, VT 05401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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*Exhibit D*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VERMONT CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

**A. The Businessowners Special Property Coverage Form is amended as follows:**

**1. The following is added to Paragraph F.4. Legal Action Against Us Commercial Property Condition:**

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

**2. The following is added to Paragraph E.4. Loss Payment - Building and Personal Property Property Loss Condition and replaces any provision to the contrary:**

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

**B. The Businessowners Common Policy Conditions are amended as follows:**

**1. Paragraph A. Cancellation is replaced by the following:**

**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. Cancellation of Policies in Effect for Less than 60 Days.**

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

**a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or**

**b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.**

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

**3. Cancellation of Policies in Effect For 60 Days or More**

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

**a. Nonpayment of premium;**

**b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;**

**c. Violation of any provisions of this policy; or**

**d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.**

If we cancel this policy for one of the reasons specified in paragraph 3., we will cancel only in the following manner:

**a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or**

**b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.**

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than

nonpayment of premium, written notice must be sent by certified mail.

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.

2. Paragraph C. **Concealment, Misrepresentation Or Fraud** is replaced by the following:

**C. Concealment, Misrepresentation Or Fraud**

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or
  2. Fraud;
- committed by you at any time and relating to coverage under this policy.

3. The following paragraphs are added:

**M. When We Do Not Renew**

1. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 45 days before the:
  - a. Expiration of the policy; or
  - b. Anniversary date of this policy if this policy has been written for a term of more than one year.
2. This provision does not apply:
  - a. If we have indicated a willingness to renew;
  - b. In case of nonpayment of premium;
  - c. If you do not pay any advance premium required by us for renewal; or
  - d. If any property covered in this policy is insured under any other insurance policy.

**N. Renewal**

1. If we:

- a. Elect to renew this policy; and
- b. Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:

- a. In effect under the expiring or expired policy; or
- b. In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph 2. does not apply.

C. The **Businessowners General Liability Coverage Form** is amended to add the following to paragraph E. **Businessowners General Liability Conditions:**

**7. Statutory Liability**

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.
- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
  - (1) Judicial judgment; or
  - (2) An agreement between the parties involved with our written consent.



d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:

(1) The judgment was for damages covered by this policy; and

(2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.

e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.



CNA Connect

## Endorsement Declaration

**POLICY NUMBER**  
B 2097826919

**COVERAGE PROVIDED BY**  
NATIONAL FIRE INSURANCE OF HARTFORD  
333 S. WABASH  
CHICAGO, IL. 60604

**FROM - POLICY PERIOD - TO**  
06/08/2012 06/08/2013

**INSURED NAME AND ADDRESS**  
THE SKI RACK, INC.  
85 Main St

BURLINGTON, VT 05401

**AGENCY NUMBER**  
901594

**AGENCY NAME AND ADDRESS**  
HORIZON AGENCY (NAT'L SKI)  
6500 CITY WEST PARKWAY #100  
EDEN PRAIRIE, MN 55344  
Phone Number: (952)944-2929

000020  
**BRANCE NUMBER**  
410

**BRANCE NAME AND ADDRESS**  
MINNEAPOLIS BRANCH  
5201 EDEN AVENUE STE 300  
EDINA, MN 55436  
Phone Number: (952)285-3300

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

This endorsement changes your policy. Please read it carefully.  
This Endorsement Results In No Change In Premium.

The Named Insured is a Corporation.

Audit Period is Waived

RECEIVED APR 22 2013

**POLICY NUMBER**  
B 2097826919

**INSURED NAME AND ADDRESS**  
THE SKI RACK, INC.  
85 Main St  
BURLINGTON, VT 05401

**ADDITIONAL INTEREST SCHEDULE**

**LOCATION** 1 **BUILDING** 1

The following has been added to your policy effective 04/08/2013 .

**Type:** State or Political Subdivisions - Permits relating to Premises

**Additional Interest Name and Address:**

THE CITY OF BURLINGTON

149 CHURCH STREET

BURLINGTON

, VT 05401

POLICY NUMBER  
B 2097826919

INSURED NAME AND ADDRESS  
THE SKI RACK, INC.  
85 Main St  
BURLINGTON, VT 05401

**FORMS AND ENDORSEMENTS SCHEDULE**

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

**COMMERCIAL GENERAL LIABILITY**

The following forms have been added to your policy, effective 04/08/2013

FORM NUMBER	FORM TITLE
SB300184A	01/2006 Addl Insr'd - State/Political Subdivision-Premises

000020



Countersignature

*Thomas F. Holman*  
Chairman of the Board

*Jonathan Kauter*  
Secretary

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS**  
**RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE**

**State Or Political Subdivision**

[Empty box for State Or Political Subdivision information]

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured:**

5. Any state or political subdivision shown in the Schedule is also an insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

000020

3002090150441003010473711217

