

1  
2 **Resolution Relating to**  
3

**RESOLUTION**  
Sponsor(s): Councilors Blais,  
Ayres: License Com.  
\_\_\_\_\_  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

4  
5  
6 AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT  
7 TO MAINTAIN A BENCH AND PLANTERS ON A  
8 PORTION OF THE CITY’S RIGHT-OF-WAY WITH  
9 AMERICAN FLATBREAD  
10

11  
12 **CITY OF BURLINGTON**  
13

14 In the year Two Thousand Thirteen.....  
15 Resolved by the City Council of the City of Burlington, as follows:  
16

17 That WHEREAS, THIRD PLACE, INC. d/b/a AMERICAN FLATBREAD BURLINGTON HEARTH  
18 of Burlington, Vermont (hereinafter AMERICAN FLATBREAD) is an establishment doing business in a  
19 commercial building located at 117 St. Paul Street. in the City of Burlington, Vermont; and

20 WHEREAS, AMERICAN FLATBREAD desires to place one bench and 3 planters in the public  
21 right-of-way in front of its establishment at 117 St. Paul Street; and

22 WHEREAS, AMERICAN FLATBREAD wishes to enter into a License Agreement with the City  
23 for such bench and planters; and

24 WHEREAS, the placement of the respective bench and planters has been reviewed and approved  
25 by the Department of Public Works with conditions to address public safety concerns; and

26 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec.  
27 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess  
28 of thirty (30) days;

29 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes AMERICAN  
30 FLATBREAD to place one bench and 3 planters covering an area of 72 sq. ft. on a portion of the public  
31 right-of-way adjacent to its establishment at 117 St. Paul Street as indicated in and pursuant to its License  
32 Agreement upon entering into the License Agreement in substantially the form attached hereto; and

33 BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to  
34 execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a  
35 term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.  
36

**LICENSE AGREEMENT FOR BENCH AND PLANTERS**  
**AMERICAN FLATBREAD**  
**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 THIRD PLACE, INC. d/b/a AMERICAN FLATBREAD BURLINGTON HEARTH, a commercial establishment located at 115 St. Paul Street, Burlington, Vermont (hereinafter AMERICAN FLATBREAD or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 115 St. Paul Street; and

WHEREAS, AMERICAN FLATBREAD stated in its application (attached hereto as Exhibit A) that it wishes to place one bench on the sidewalk area in front of the building at 115 St. Paul Street at curbside between two proposed planters; and an additional planter at curbside to the right of the city's traffic signal as per the diagram attached as Exhibits C-1 and C-2; and

WHEREAS, AMERICAN FLATBREAD has stated in its permit application that the bench and planters will cover a 72 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;

W I T N E S S E T H :

The CITY and AMERICAN FLATBREAD enter into the following License Agreement:

1. TERM

The CITY grants to AMERICAN FLATBREAD (hereinafter LICENSEE) a license to place one bench, and three (3) planters on the sidewalk area in front of the building at 115 St. Paul Street, at curbside on the public right-of-way adjacent to 115 St. Paul St. covering a 72 sq. ft. area 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 a bench and planters on the public right-of-way (hereinafter referred to as the premises) for the standard purposes of same. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 10 ft. right-of-way for pedestrian traffic. The bench and planters are to be kept on curbside. A copy of the approved plan is attached hereto as Exhibits C-1 and C-2.

3. MAINTENANCE

- a. LICENSEE shall maintain the bench and planters in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the bench and planters and any damage to the bench and planters is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the bench and planters, 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 bench and planters shall be placed in accordance with all conditions set by the Department of Public Works (attached hereto as Exhibit C-1 and C-2) and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

- d. The bench and planters 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 immediately 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 bench and planters. 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 bench and planters 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 any cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement as Exhibit E.

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 is on file with the CITY at all times. **Failure to furnish a current certificate of insurance 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 bench and planters.

#### 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

THIRD PLACE, INC.  
d/b/a AMERICAN FLATBREAD  
BURLINGTON HEARTH

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Duly Authorized



CE  
JUN - 6 2013

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

DBA NAME: AMERICAN Flatbread  
CONTACT NAME: Karen Howard  
MAILING ADDRESS: 115 St. Paul St.  
Burlington, VT 05401

DATE: 5/15/13  
PHONE: 861-2999  
FAX: 861-2556  
EMAIL: tracy@flatbreadhearth.com

DBA NAME: AMERICAN Flatbread Burlington Hearth

COMPANY: Third Place Inc.

LOCATION OF ENCUMBRANCE: 115 St. Paul 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):

Description: Install an 8' commercial grade bench similar to those now being used in City Hall Park.  
Install three flower planter containers. One to go on either side of the bench & one to go next to street light near the cross walk.

Total Square Feet (\$1.00 per SF): 72

#### 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: \$97.00

Signature: \_\_\_\_\_

Date: 5/15/13

For office use only: Amount received \$ 97.00 on 5/16  
Sent to DPW: 5/16 Sent to Attorney: 6/6

Check # 19160

*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: AMERICAN

DATE: Thursday, May 16, 2013

COMPANY: THIRD PLACE INC

PHONE: 802-861-2999 802-338-2589

LOCATION: 115-117 ST PAUL STREET

FAX:

MAILING ADDRESS: TRACY HOWARD  
 115-117 ST PAUL 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: \_\_\_\_\_

4. A 72 square foot placement of INSTALL A 8' COMMERCIAL GRADE BENCH SIMILAR TO THOSE NOW BEING USED IN CITY HALL PARK. INSTALL THREE FLOWER PLANTERS CONTAINERS.

**DEPARTMENT OF PUBLIC WORKS**

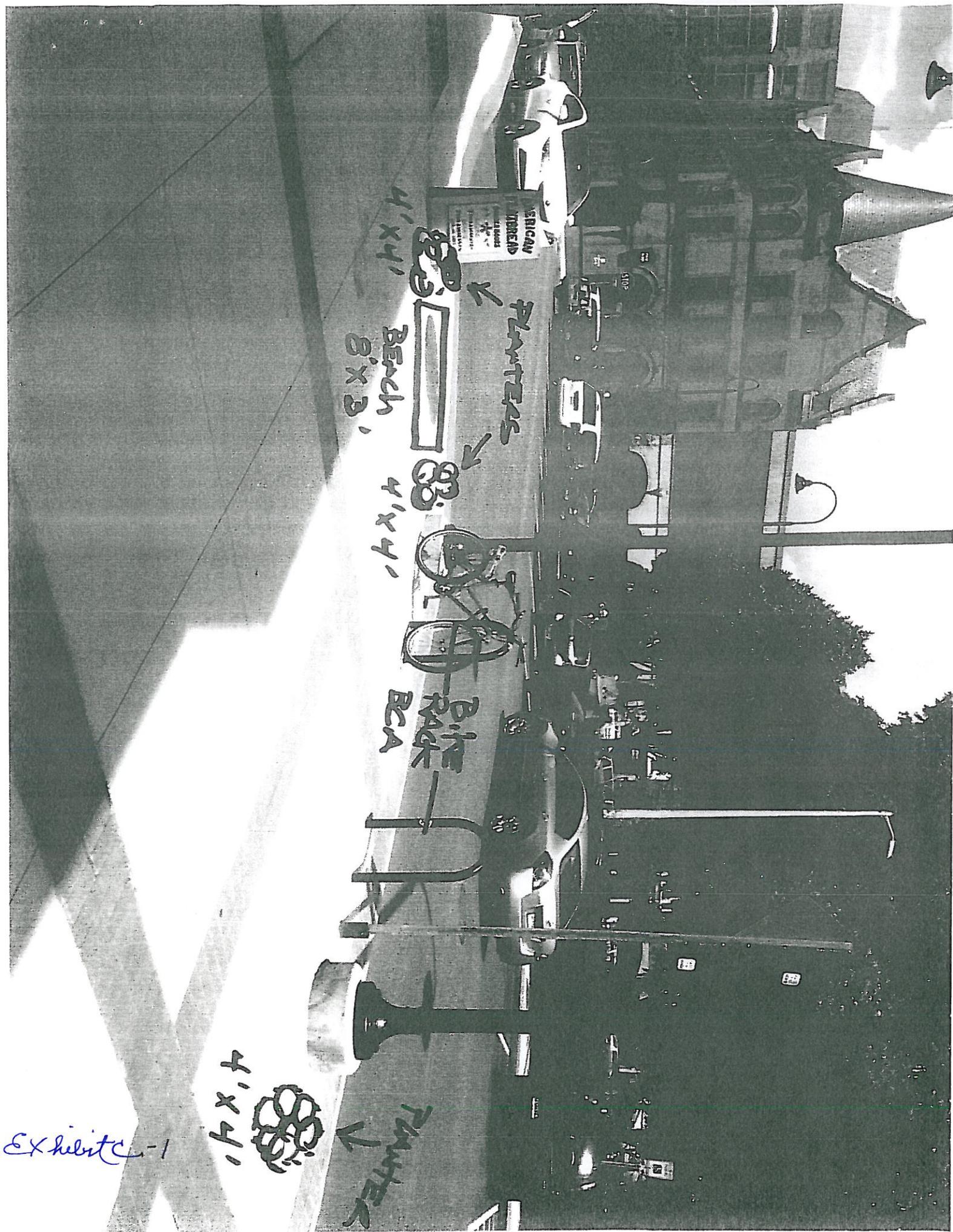
Approved? Yes   
 No

Explain: BIKE RACK LOCATION & CURB AREA  
BENCH WILL NOT INTERFERE W/  
PEDESTRIAN ROW

Signature Ron Gore

Date: 06/06/13

*Exhibit B*



AMERICAN  
LIBRARY  
PLAYERS  
BEACH, 8'x3'  
4'x4'

BIKE  
RACK

4'x4'  
PLAYER

EXHIBIT -1



Exhibit 2



# CERTIFICATE OF LIABILITY INSURANCE

THIRPLA-01

RWF

DATE (MM/DD/YYYY)

4/15/2013

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

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

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064	(802) 658-3500	CONTACT NAME: Robin W Faraone
		PHONE (A/C, No., Ext): (802) 383-1663 FAX (A/C, No.): (802) 658-0541
		E-MAIL ADDRESS: rfaraone@hbinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Patriot Insurance Company		32069
INSURER B : Technology Ins Co Inc		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
Third Place Inc dba American Flatbread Burlington  
Hearth  
115 St. Paul St.  
Burlington, VT 05401-

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP6055270	4/7/2013	4/7/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA6055270	4/7/2013	4/7/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP6055270	4/7/2013	4/7/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3353240	4/7/2013	4/7/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Tenants Improvements			CPP6055270	4/7/2013	4/7/2014	Special/RC \$716,766
A	Liquor Liability			CPP6055270	4/7/2013	4/7/2014	\$1,000,000

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

Re: Permit. City of Burlington is additional insured for general liability coverage ATIMA for the Bench and Planters in front of 115 St. Paul St..

## CERTIFICATE HOLDER

## CANCELLATION

City of Burlington, Clerk Treasurer's Office Attn: Amy Bovee Encumbrance Application Dept. 149 Church Street Burlington, VT 05401	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*



INSURER: PATRIOT INSURANCE COMPANY

NAMED INSURED  
THIRD PLACE, INC.

POLICY NO.  
CPP6055270

POLICY TERM  
04/07/2013 - 04/07/2014

AGENT NO.  
**0440059**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured --  
Designated Person Or Organization**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF BURLINGTON, CLERK TREASURER'S OFFICE ENCUMBRANCE 149 CHURCH ST BURLINGTON, VT 05401-8429
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II -- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

*Exhibit E*



INSURER: PATRIOT INSURANCE COMPANY

NAMED INSURED  
THIRD PLACE, INC.

POLICY NO.  
CPP6055270

POLICY TERM  
04/07/2013 - 04/07/2014

AGENT NO.  
**0440059**

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### Extended Name Endorsement

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL INLAND MARINE COVERAGE FORM
- COMMERCIAL PROPERTY COVERAGE FORM
- COMMERCIAL CRIME COVERAGE FORM
- GARAGE LIABILITY COVERAGE FORM

It is agreed and understood that the **additional interest** shall read:

CITY OF BURLINGTON, CLERK TREASURER'S OFFICE  
ENCUMBRANCE APPLICATION DEPT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Vermont Changes -- Cancellation And Nonrenewal

This endorsement modifies insurance provided under the following:

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

- A. The **Cancellation** Common Policy Condition is replaced by the following:

### 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.

NAMED INSURED

POLICY NO.

POLICY TERM  
to

AGENT NO.

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.

B. Any **When We Do Not Renew** Condition is deleted.

The following Conditions are added:

1. **WHEN WE DO NOT RENEW**

- a. 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:
  - (1) Expiration of the policy; or
  - (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

2. **RENEWAL**

a. If we:

- (1) Elect to renew this policy; and
- (2) 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.

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

- (1) In effect under the expiring or expired policy; or
- (2) 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 b. does not apply.