

ENCUMBRANCE PERMIT/LICENSE AGREEMENT  
WITH LAKEWIND CONSTRUCTION, INC.  
NOVEMBER 1, 2012 -MAY 1, 2013

This ENCUMBRANCE PERMIT/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 LAKEWIND CONSTRUCTION, INC., a Vermont Corporation with its principal offices in Burlington, Vermont (hereinafter LAKEWIND OR LICENSEE).

WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the property at #30-42 King Street and the corner of South Champlain Street (the Property); and

WHEREAS, LAKEWIND is in need of a continued obstruction and encumbrance of the street, sidewalk, and greenbelt area in and on the side of the Property totaling approximately 2760 square feet in order to conduct construction activities, including the erection of a construction barrier around the construction site and the occupation of 4 metered parking spaces; and

WHEREAS, LAKEWIND'S project has been reviewed and approved by the Department of Public Works (hereinafter DPW) subject to the conditions referenced herein; 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 Code of Ordinances, Chap. 27, Sec. 27-32.

WITNESSETH:

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the CITY and LAKEWIND enter into the following License Agreement:

1. **TERM**

This license agreement shall become effective upon full execution of this Agreement, with the commencement of the term of this agreement relating back to and beginning on November 1, 2012 and continuing until its termination on May 1, 2013. At the termination of this Agreement LAKEWIND shall promptly remove at its own expense all equipment and other materials or obstructions placed upon the Premises and shall cease to obstruct the Premises. Such removal shall be conducted with reasonable speed and diligence; time for prompt removal is of the essence. In the event LAKEWIND fails to promptly remove such obstructions, said obstructions may be removed by the City and LAKEWIND shall be liable for all expenses and costs associated with such removal, including reasonable attorney's fees.

2. **LOCATION**

LAKEWIND may use and encumber and obstruct the street, sidewalk, and greenbelt area in front of the Property for an area of approximately 2670 square feet, as is more fully depicted on the attached plan, marked as Exhibit A, and hereinafter referred to as the Premises. The purpose of this encumbrance is to allow for the placement of a construction barrier related to the construction project at the Property, the placement of construction related vehicles and equipment, and other construction related activities.

3. **MAINTENANCE & PUBLIC PROTECTION**

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions but may also be supplemented by DPW upon reasonable notice in the event DPW determines that the public safety, health and or welfare require such supplemental conditions:

- a. LAKEWIND shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- b. LAKEWIND shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. LAKEWIND shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris. LAKEWIND shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. LAKEWIND shall also follow all the terms and conditions of its approved Erosion Prevention and Sediment Control Plan.
- c. LAKEWIND shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of LAKEWIND.
- d. LAKEWIND shall maintain lines of sight at the intersection of South Champlain St. and King St. so as to allow motorists to observe traffic and enter and exit this intersection safely. The barrier fence on King St. and on South Champlain St. shall be free of any mounted items, including but not limited to signs and dust barriers. For a distance of seventy-five (75) feet, starting at the Premises at the corner of the Premises on South Champlain St. and King St. and going in both directions, LAKEWIND shall maintain the barrier fence in an open manner, free from all sight obstructions. For this same distance and area, LAKEWIND shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site.

- e. LAKEWIND shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. LAKEWIND shall erect proper signage to redirect pedestrians safely from the Premises. LAKEWIND shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. LAKEWIND shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. LAKEWIND shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. LAKEWIND shall take all additional reasonable activities requested by DPW to control such vehicular traffic.
- f. LAKEWIND shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with LAKEWIND's use of the Premises and the adjacent construction site. LAKEWIND shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. LAKEWIND shall take all additional reasonable activities requested by DPW to protect such utilities.
- g. LAKEWIND shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. LAKEWIND shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup arising out of or in connection with

said hazardous or toxic materials or contaminants upon said premises caused by LAKEWIND.

- h. LAKEWIND shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises.

**4. PARKING METERS**

LAKEWIND shall have the right to occupy, obstruct and encumber 4 metered parking spaces on King St. as depicted on Exhibit A, for the duration of this Agreement, in order to facilitate the construction project at the Property. LAKEWIND shall pay the fee set by Burlington Code of Ordinances § 27-33, as further set forth in the provision related to fees below unless a different fee is permitted by the License Committee and City Council. LAKEWIND shall comply with the provisions of said ordinance, including but not limited to the provisions on parking bans. The City shall provide meter bags as set forth in said ordinance.

**5. PLAN TO REESTABLISH PUBLIC INFRASTRUCTURE**

LAKEWIND shall submit its plan to reestablish the public infrastructure being obstructed and encumbered by this Agreement to DPW's excavation inspector by November 1, 2012. Such plan shall cover all the streets, sidewalks, greenbelts, curbing and any other areas on the Premises and property otherwise disturbed by the work associated with and related to the use of the Premises and the construction project adjacent thereto. Such plan shall set a completion date no later than May 1, 2013. LAKEWIND shall be responsible for the cost of reestablishing the public infrastructure and for doing such work. Such work shall be performed pursuant to all required permits, laws, ordinances or codes and shall be completed by the completion date set forth above unless an express written extension is granted by DPW. LAKEWIND acknowledges that to reestablish the public infrastructure on the Premises, the new sidewalks, permeable pavers, and curbing that are required to be constructed shall require DPW excavation permits, such permits to

be issued to the excavation contractor on behalf of LAKEWIND, who shall be bound by the terms and conditions of said permits, and such permits to require additional insurance and bonding as required for such work pursuant to ordinance.

**6. LICENSE FEE**

There shall be a fee for this license of \$2,7850, the sum of the following: an application fee of \$25.00, the encumbrance fee of \$2,760 (\$1/SF), and the parking meter obstruction fee of \$13, 120 (\$20.00 day/164 days/4 meters). In the event of an early termination of the obstruction of metered parking spaces and release of those spaces as set forth above, LAKEWIND shall be entitled to a refund of the appropriate parking meter obstruction fee that has been paid but was unused.

**7. REVOCAION**

This Agreement and the license granted herein shall be immediately revoked should LAKEWIND discontinue use of the Premises. This Agreement shall also be revocable by the City upon 15 days written notice of a breach of the terms and conditions of this Agreement; LAKEWIND shall have the right to cure said breach(es) within said 15 days, such cure being subject to the approval of DPW which shall not be unreasonably withheld. Upon revocation, LAKEWIND shall promptly remove at its own expense all equipment and other materials or obstructions placed upon the Premises and shall cease to obstruct the Premises. Such removal shall be conducted with reasonable speed and diligence; time for prompt removal is the essence in the event of revocation. In the event LAKEWIND fails to promptly such obstructions, said obstructions may be removed by the City and LAKEWIND shall be liable for all expenses and costs associated with such removal, including reasonable attorney's fees.

## **8. INSURANCE**

- a. LAKEWIND 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 for each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on such insurance policy.
- b. Prior to the execution of the Agreement, LAKEWIND shall furnish the City with a certificate of insurance which shall include the provision that the City is named as an additional insured and shall be given 30 days written notification prior to cancellation of such insurance. The certificate shall be attached to this Agreement as Exhibit B.
- c. It is the responsibility of LAKEWIND to ensure that a current certificate of insurance is on file with the City at all times. Failure to furnish and maintain a current certificate of insurance on file with the City will result in an immediate revocation of this license, notwithstanding the above provision related to revocation for breach of this Agreement.

## **9. COMPLIANCE BOND**

LAKEWIND shall provide a permit bond in the amount of five thousand dollars (\$5,000) to guarantee compliance with the terms and conditions of this Agreement, or a cash deposit in lieu thereof, payable upon execution of this Agreement, such bond to remain in effect for a period of three (3) years to guarantee that the terms and conditions of this License are complied with

## **10. INDEMNIFICATION**

LAKEWIND agrees to indemnify, defend, and hold the City harmless and free from liability arising out of LAKEWIND's use of the City's right-of-way and the Premises licensed herein and

LAKEWIND 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 the Premises.

11. **PERMITS AND COMPLIANCE WITH LAW**

LAKEWIND shall be responsible for obtaining all necessary permits, City, State or federal, including by not limited to zoning, building, dig-safe and excavation, prior any use requiring said permits. LAKEWIND shall comply with all applicable laws, codes, or ordinances.

12. **NUISANCES PROHIBITED**

LAKEWIND shall not, during the term of this Agreement, on or in the Premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling bylaw, code, regulation or condition whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement. Nor shall LAKEWIND act in a way or permit an action that constitutes a public nuisance upon the Premises.

13. **ASSIGNMENT OF RIGHTS**

LAKEWIND 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 and immediately revoke this Agreement and LAKEWIND's rights pursuant to this Agreement.

14. **LIMITATION OF RIGHTS**

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

15. **WAIVER**

No waiver of a breach of any of the covenants, agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in the Agreement.

16. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

17. **WRITING REQUIRED**

No change, amendment or modification of this Lease Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

DATED at Burlington, Vermont this day October, 2012

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

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

LAKEWIND CONSTRUCTION, INC.:

\_\_\_\_\_  
Witness

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

lb/c: GM 2012/License Agree for Encumbrance – Lakewind Construction, 30-42 King St (fence, sidewalk, 4 parking meters) 2012  
10/2/12





OFFICE OF THE CLERK AND TREASURER

CITY ATTORNEY'S OFFICE

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

OCT 11<sup>8</sup> 2012

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TEMP

Encumbrance Application / Renewal

DBA NAME: LAKEWIND CONSTRUCTION DATE: 9/21/2012  
CONTACT NAME: BOB PEETERS PHONE: 802-578-2729 582846  
MAILING ADDRESS: 89D BTHAN AVE. DR. FAX: 802-862-9222  
South Burlington, VT 05403 EMAIL: peeters@comcast.net

Roger D.

DBA NAME: Burlington Housing Authority  
COMPANY: LAKEWIND CONSTRUCTION INC.  
LOCATION OF ENCUMBRANCE: 30-42 KING 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 CHAINLINK FENCING ON THE KING STREET  
ELEVATION 12 LF FROM BLDG. AND 100 LF LONG AND 8' INTO KING  
STREET ITSELF. WE NEED TO REMOVE THE SIDEWALK DURING  
THE SIX MONTH CONSTRUCTION PERIOD.

Total Square Feet (\$1.00 per SF): 2760 SF 4 PARKING SPACES

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" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 30 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your insurance agent can fax the certificate to this office at the above number.
2. Sketch, Photo, or Blueprint of what you are proposing.
3. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$1,825.00

Signature: [Signature] Date: 9/21/2012

For office use only: Amount received \$ 935 on 10/4 Check # 8386  
Sent to DPW: 9/21 Sent to Attorney: \_\_\_\_\_  
Check # 8375













# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2012

PRODUCER (603)224-2562 FAX: (603)224-8012  
 THE ROWLEY AGENCY INC.  
 139 Loudon Road  
 P.O. Box 511  
 Concord NH 03302-0511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
 Lakewind Construction, Inc.  
 89 Ethan Allen Drive, Unit D  
 So. Burlington VT 05403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Firemen's Ins Co of Wash. DC	21784
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA5002612	5/20/2012	5/20/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAA500261411	5/20/2012	5/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WPA500261811	5/21/2012	5/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER LEASED/RENTED EQUIPMENT	CPA5002612	5/20/2012	5/20/2013	LIMIT: \$35,000 DEDUCTIBLE: \$500

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job: 30-42 King St., Burlington VT  
 The City of Burlington is included as an additional insured with respect to general & auto liability when required by written contract with the named insured.  
 \*Except 10 days for nonpayment of premium.

### CERTIFICATE HOLDER

(802) 863-0466  
 City of Burlington Public Works Dept.  
 PO Box 849  
 Burlington, VT 05402-8489

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donna Bickford/DTB



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Burlington, Attn: Encumbrance Application Division 149 Church Street, Burlington, VT 05401

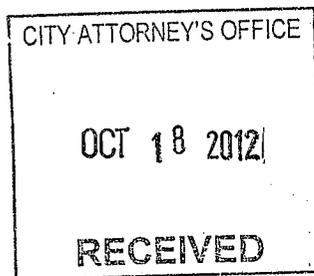
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision 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 governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



## NOTICE OF CANCELLATION TO A SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

CITY ATTORNEY'S OFFICE

OCT 18 2012

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### SCHEDULE

<b>Name of Person or Organization:</b>	City of Burlington
<b>Address:</b>	Attn: Encumbrance Application Division 149 Church Street Burlington, VT 05401
<b>Number of Days Notice (Other than Nonpayment of Premium)</b>	30

- A. If we cancel this policy by written notice to the first Named Insured for any statutorily permitted reason, we will send written notice of the cancellation to the person or organization shown in the Schedule above.
- B. If we cancel for nonpayment of premium, we will send written notice at least 10 days prior to the cancellation effective date. If we cancel for any other reason, we will send written notice at least 30 days prior to the cancellation effective date, unless a different number of days is specified in the Schedule above.
- C. Any notice will be sent to the address shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. MEDICAL PAYMENTS

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, to the greater of:
  - a. \$15,000; or
  - b. The medical expense limit shown in the Declarations of this Coverage Part.

#### B. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:

1. The **LIMITS OF INSURANCE** section of the **DECLARATIONS**;
2. The last paragraph of **SECTION I - COVERAGE A**; and
3. Paragraph **b.(1)(a)(ii)** of **SECTION IV, 4. OTHER INSURANCE**.

In addition, paragraph **6.** of **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to 5. above, the higher of:
  - a. \$300,000; or
  - b. the Damage To Premises Rented To You Limit shown in the **DECLARATIONS**;

is the most we will pay under **COVERAGE A** for all damages proximately caused by the same event resulting in "property damage" to

premises, while rented to you or temporarily occupied by you with permission of the owner, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

#### C. NON-OWNED WATERCRAFT OR AIRCRAFT

1. Paragraph **g.(2)** of **2. Exclusions** under **SECTION I, COVERAGE A**. is deleted and replaced by the following:

A watercraft you do not own that is:

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

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (a) and (b) above, whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to paragraph **g.** of **2. Exclusions** under **SECTION I, COVERAGE A**:

- (6) An aircraft that you do not own that is hired, chartered or loaned with a paid crew.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (6) above, whether the other insurance is primary, excess, contingent or on any other basis.

#### D. SUPPLEMENTARY PAYMENTS

Under Paragraph 1. of SECTION I.,  
SUPPLEMENTARY PAYMENTS  
COVERAGES A AND B:

1. The limit for the cost of bail bonds is changed to \$2,500 under paragraph b., and;
2. The limit for loss of earnings is changed to \$350 a day under paragraph d.

#### E. ADDITIONAL INSURED - LESSOR

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

- e. The lessor or manager of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you 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 of that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

#### F. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED, Paragraph 2:

- f. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

a. Your acts or your omissions; or

- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (2) A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- (3) Section III - Limits of Insurance for the person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.
- (4) Primary and Non-Contributory - This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.
- (5) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
  - (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (ii) Supervisory, inspection, architectural or engineering activities.
  - (b) "Bodily injury" or "property damage" occurring after:
    - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be

performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

#### **G. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

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

- g. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy:
  - (1) Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
  - (3) This insurance applies on a primary basis if that is required by the written contract or agreement.
  - (4) Section III - Limits of Insurance for the person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of

and are not in addition to the Limits of Insurance shown in the Declarations.

- (5) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **H. BROADENED NAMED INSURED**

Paragraph 3. under **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be 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 180th 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.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

#### **I. KNOWLEDGE OF OCCURRENCE**

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

- e. Notice of an "occurrence", offense, claim or "suit":
  - (1) Will be deemed knowledge of yours if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
  - (2) To your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as

you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

#### **J. UNINTENTIONAL OMISSIONS**

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

- d. We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional, however, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### **K. MOBILE EQUIPMENT**

**SECTION V, 12.f.(1)** is deleted and replaced by the following:

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except when the gross vehicle weight of the equipment is less than 1,000 pounds, in which case the vehicle will be considered "mobile equipment".

#### **L. OTHER INSURANCE**

If this includes a Coverage Form or an Endorsement which provides coverage for loss or damage covered by one or more of the Extensions of this endorsement, the limit and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by that Coverage Form or Endorsement.

#### **M. WAIVER OF SUBROGATION BY CONTRACT**

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under section F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT for any injury or damaged caused in whole or in part by your ongoing operations.

Coverage is afforded pursuant to the provisions or conditions of the written contract, agreement or permit.