

Resolution Relating to

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT TO ERECT AND MAINTAIN A SIGN OVERHANGING A PORTION OF THE CITY’S RIGHT-OF-WAY WITH URBAN SALON TEAM

RESOLUTION _____

Sponsor(s): Councilors Blais, Tracy, Ayres: License Com.
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Fourteen

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, URBAN SALON TEAM, LLC. d/b/a URBAN SALON TEAM of Burlington, Vermont
2 (hereinafter URBAN) is an establishment doing business in a commercial building located at 120 Main Street
3 in the City of Burlington, Vermont; and

4 WHEREAS, URBAN desires to maintain a sign extending over the public right-of-way on its building
5 located at 120 Main Street; and

6 WHEREAS, URBAN wishes to enter into a License Agreement with the City for such sign; and

7 WHEREAS, the placement of the sign has been reviewed and approved by the Department of Public
8 Works with conditions to address public safety concerns; and

9 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec. 27-
10 32 require authorization by the City Council for such use of a public thoroughfare for periods in excess of
11 thirty (30) days;

12 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes URBAN to erect
13 and maintain a sign extending over a portion of the public right-of-way on its building located at 120 Main
14 Street as indicated in and pursuant to its License Agreement upon entering into the License Agreement in
15 substantially the form attached hereto; and

16 BE IT FURTHER RESOLVED that Mayor Weinberger be and hereby is authorized to execute a
17 License Agreement, in substantially the form attached, on behalf of the City of Burlington for a term
18 commencing on the date of execution of the License Agreement and terminating on April 30, 2015.

19
20
21
22

LICENSE AGREEMENT FOR SIGN
WITH URBAN SALON TEAM
2014-2015 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 URBAN SALON TEAM, LLC. d/b/a URBAN SALON TEAM, a commercial establishment located at 120 Main Street, Burlington, Vermont (hereinafter URBAN or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 120 Main Street.; and

WHEREAS, URBAN stated on its application (attached hereto as Exhibit A) that it wishes to maintain a sign on the building overhanging the public right-of-way directly in front of 120 Main Street as shown in the attached photo (hereinafter “sign”); and

WHEREAS, URBAN has stated in its permit application that there are no physical barriers around the sign and it will cover a 3.41 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 URBAN enter into the following License Agreement:

1. TERM

The CITY grants to URBAN (hereinafter LICENSEE) a license to maintain a sign extending over the public right-of-way adjacent to 120 Main Street covering an area of 3.41

sq. ft. for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2015 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain a sign extending over the public right-of-way (hereinafter referred to as the premises) for advertising purposes. The sign is to be attached to the building and it 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 sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to the sign is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, 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 sign 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 sign 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 sign. 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 sign 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 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 shall be attached 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 sign.

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.

DATED at Burlington, Vermont this _____ day of _____,
2014.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

URBAN SALON TEAM, LLC.
d/b/a URBAN SALON TEAM

Witness

By: _____
Duly Authorized

Ib/c: GM 2014/License Agree for Encumbrance – URBAN SALON, 120 Main St. (Sign on Building) 2014
3/20/14



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: Urban Salon Team DATE: 3/10/14
CONTACT NAME: Stacey Hamblett PHONE: 802-862-1670
MAILING ADDRESS: 120 Main St. FAX: _____
Burlington, Vermont 05401 EMAIL: stacey@urbansalonteam.com

DBA NAME: Urban Salon Team
COMPANY: Urban Salon Team
LOCATION OF ENCUMBRANCE: 120 Main St.

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. photos, diagrams, blueprints; may reference prior application):

Description: Parallel sign with a projection of 18" , bent aluminum as per drawing provided.

Total Square Feet (\$1.00 per SF): 3.41 Sq. Ft. = \$3.41

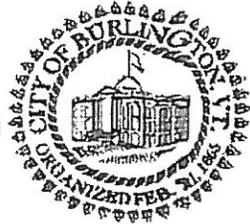
PLEASE ATTACH:

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 (separate from the Certificate of Insurance) listing the Cancellation Policy as 15 days notice for non-payment or 45 days for any other reason.
3. Endorsement to Insurance Policy (separate from the Certificate of Insurance) specifically 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: \$28.41

Signature: Stacey Hamblett Date: 3/12/14

office use only: Amount received \$ 28.41 on 3/12 Check # 8925
Sent to DPW: 3/12 Sent to Attorney: 3/13

Exhibit A



OFFICE OF THE CLERK AND TREASURER * 149 CHURCH STREET * BURLINGTON, VT 05401
Voice (802)865-7000 * FAX (802)865-7014 * Amy Bovee (802)865-7019 * Ron Gore (802)865-7682

Encumbrance Renewal Application - 2014-2015

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: URBAN SALON TEAM

DATE: Wednesday, March 12, 2014

COMPANY: URBAN SALON TEAM

PHONE: 802-862-1670

LOCATION: 120 MAIN ST.

FAX:

MAILING ADDRESS: STACEY HAMBLETT
120 MAIN ST.
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: SIGN MOUNTED ON BUILDING.

4. Has this business remained in compliance to date (Renewals only)? Yes No

5. A 3 square foot placement of PARALLEL SIGN WITH A PROJECTION OF 18". BENT ALUMINUM AS PER DRAWING PROVIDED. at 120 MAIN ST.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes

No

Explain: _____

*SIGN HEIGHT GREATER THAN
7'-0" ABOVE SIDEWALK*

Signature

Ron Gore

Date:

03-13-14

Exhibit B

TOP VIEW

SIGN

BUILDING FACADE

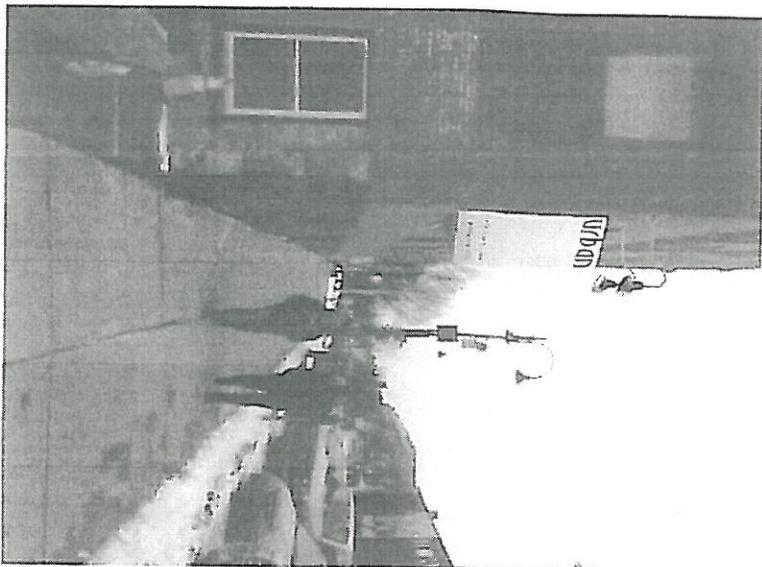
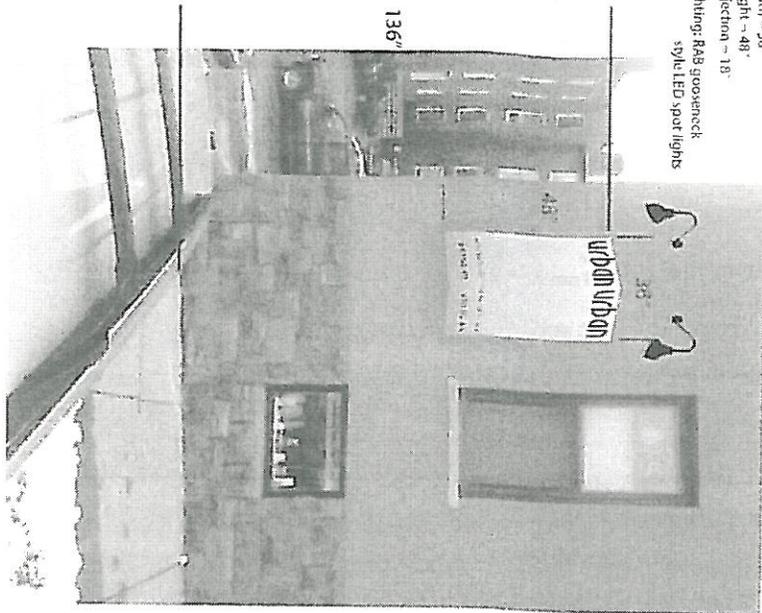
SIDEWALK

Width - 36"

Height - 48"

Projection - 18"

Lighting: RGB goose-neck style LED spot lights



Exhibit

GLAESER
S · I · G · N · S

Urban Salon Team

180 Flynn Ave. Ste. 5, Burlington, Vt. 05401-5482 802-862-1060 hglaeserco@aol.com

12/16/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2014

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 Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239 | | CONTACT NAME: Mandy Adams PHONE (A/C No. Ext): (802) 878-5334 E-MAIL ADDRESS: mandy@essexagency.com FAX (A/C No): (802) 878-0852 | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------|---|--|-------------------------------|--|--------|-----------|---------------|-------|-----------|-----------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED URBAN SALON TEAM LLC 120 MAIN ST BURLINGTON VT 05401-8420 | | <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>MSA Assurance</td> <td>29939</td> </tr> <tr> <td>INSURER B</td> <td>NGM Insurance Company</td> <td>14788</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 | MSA Assurance | 29939 | INSURER B | NGM Insurance Company | 14788 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A | MSA Assurance | 29939 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B | NGM Insurance Company | 14788 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 14-15 Master 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 | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | BPJ2713M | 3/20/2014 | 3/20/2015 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCJ2713M | 3/20/2014 | 3/20/2015 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured in regards to General Liability. Due to sign overhanging sidewalk

| | |
|--|--|
| CERTIFICATE HOLDER City of Burlington, Clerk/Treasurer's Office Encumbrance Application Dept 149 Church St Burlington, VT 05401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mandy Adams/MADAMS <i>Mandy A. Adams</i> |
|--|--|

Policy Change Request

Essex Agency, Inc.
Railroad Street
P.O. Box 239
Essex Junction VT 05452-0239

3/12/2014
C14031228100
First Request

COMPANY

NGM Insurance Company
MSA Assurance
PO Box 2005

INSURED

Urban Salon Team, LLC
120 Main Street

Keene NH 03431-2055

Burlington VT 05401

REGARDING

add City Burl as AI to BP0448

POLICY NUMBER

BPJ2713M

EFFECTIVE DATE OF CHANGE

3/10/2014

POLICY PERIOD

3/20/2013 - 3/20/2014

DESCRIPTION

GENERAL LIABILITY

Line of Business: BOP Liability

Additional Interests

1) ADD City of Burlington, Clerk/Treasurer's, Office Encumbrance Application Debt, Additional insured

Address: 149 Church Street, Burlington, VT 05401

Add Additional Insured to form BP0448

Thank you!

RECIPIENT

ATTN:

Exhibit E

FROM: Susan M. Mongeon, AIC, CPIW

Essex Agency, Inc.

susan@essexagency.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I — Property is amended as follows:

1. The following is added to Paragraph E.4. **Legal Action Against Us Property Loss 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.5. **Loss Payment 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. Section III — Common Policy Conditions is 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 following paragraph is added to the Business-owners Coverage Form:

1. 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.

Linda Blanchard

From: Amy Bovee
Sent: Thursday, March 20, 2014 2:30 PM
To: Linda Blanchard
Subject: RE: Urban Salon Team License Agreement
Attachments: Form032020141427.pdf

Here you go! I have also requested Vin's but haven't received it yet.

Amy Bovee
Executive Secretary
Clerk/Treasurer's Office
City of Burlington
(802) 865-7019

From: Linda Blanchard
Sent: Thursday, March 20, 2014 1:25 PM
To: Amy Bovee
Subject: Urban Salon Team License Agreement

Hi again: Could you also please get an updated COI for Urban – their Insurance expired today, 3/20/14. *Linda*