



Spokane Park Board

3:30 p.m. Thursday, July 10, 2025
In-person in Council Chambers, City Hall, and
Webex virtual meeting

Park Board Members

- X Jennifer Ogden – President
- X Gerry Sperling – Vice President
- X Garrett Jones – Secretary
- X Greta Gilman
- X Sally Lodato
- X Bob Anderson
- X Barb Richey
- Kevin Brownlee (*absent/excused*)
- X Doug Kelley
- Lindsey Shaw (*absent/excused*)
- X Lee Williams
- X Jonathan Bingle – City Council liaison
(*arrived 3:36*)

Parks Staff

- Jason Conley
- Jonathan Moog
- Al Vorderbrueggen
- Rich Lentz
- Katie Kosanke
- Fianna Dickson
- Nick Hamad
- Angel Spell
- Heather Smith
- Sarah Deatrich

Guests

- Dorothy Tibbitts
- Laura Ackerman
- Jeff Lambert

MINUTES

(Click [HERE](#) to view a video recording of the meeting.)

1. **Roll Call:** Jennifer Ogden
The meeting was called to order at 3:30 p.m. See above for attendance.
2. **Additions or deletions to the agenda:**
A. None
3. **Public comments:**
A. None
4. **Consent agenda:**
A. Administrative and committee-level items
 - 1) [June 12, 2025, regular Park Board meeting minutes](#)
 - 2) [Claims – June 2025](#)
 - 3) [TPC Holdings five-year contract/ Recreation Quarterly Activity Guide not to exceed \\$39,000 annually \(tax excluded\)](#) - Jennifer Papich

Motion No. 1: Jennifer Ogden moved to approve consent agenda items #1 - #3, as presented.
Barb Richey seconded.
Motion passed with unanimous consent (8-0)

5. **Special guests**
A. None
6. **[Financial report and budget update](#)** – Rich Lentz presented the June financial report and

budget update.

- A. Park Fund: The June year-to-date operating expenditures for the Park Fund are approximately \$66,000 more than the two-year budget average. Year-to-date revenues are about \$570,000 above the two-year budget average. Revenues are exceeding expenditures approximately \$1.92 million year-to-date.
- B. Golf Fund: The June year-to-date operating expenditures for the Golf Fund are about \$11,000 more than the two-year average. Year-to-date revenues are below the two-year budget average approximately \$147,000. Revenues are exceeding expenditures about \$1.04 million year-to-date.

7. **Special discussion/action items:**

A. Special discussion items: None

B. Special action items:

- 1) [Proposed Park Board Committee assignments: Lindsey Shaw & Lee Williams](#) – Jennifer Ogden

(Jonathan Bingle arrived 3:36)

Jennifer Ogden proposed Park Board Committee assignments for Lindsey Shaw and Lee Williams as follows:

Lindsey Shaw: Riverfront Park, Urban Forestry, Development and Volunteer

Lee Williams: Recreation, Development and Volunteer, Urban Forestry (alternate)

Motion No. 2: Jennifer Ogden moved to approve the committee assignments for newest members, Lindsey and Lee.

Bob Anderson seconded.

Motion passed with unanimous consent (9-0)

- 2) [Resolution to establish a one-year reforestation pilot program for downtown Spokane](#) – Angel Spell

This resolution is a one-year program designed to address the specific challenges of the downtown tree canopy and street canopy in the Riverside neighborhood. Riverside is the lowest canopied neighborhood in the city at 7%. The goal is 30%.

Partnering with others to prioritize tree plantings in areas of need is a first-tier priority for capital investments to preserve our wild. This resolution, sponsored by CM Bingle, establishes a one-year pilot program in collaboration with Downtown Spokane Partnership to invest in the reforestation of downtown Spokane tree canopy. Key elements of the program include developing more education and outreach resources, supporting proactive tree stewardship, offering no-cost technical services, and acting as an information clearing house. Urban Forestry program staff will service the pilot program administratively and operationally. Any expenditures for the pilot program will be provided through the Tree Equity Spokane grant (USDA Forest Service). Data will be collected, analyzed, and reported.

CM Bingle thanked staff for their work. He reported that some downtown partners had previously expressed desire to see reform in this area so that they could more economically replace the trees. He believes this resolution addresses their concerns, and with no extra burden on the taxpayer.

Motion No. 3: Jennifer Ogden moved to approve the resolution to establish a one-year

reforestation pilot program for downtown Spokane.
Gerry Sperling seconded.

Barb Richey would like to see the shared data from DSP and Urban Forestry come back to the Park Board next year.

Doug Kelley was assured that all interested parties have reviewed and approved.

Motion passed with unanimous consent (9-0)

8. **Committee reports:**

Urban Forestry Tree Committee: July 1, 2025 – Kevin Brownlee

A. Action items: None

B. The next scheduled meeting is 4:15 p.m. August 5, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Land Committee: The July 2, 2025, meeting was canceled. – Greta Gilman

A. Action items: None

B. The next scheduled meeting is 3:30 p.m. August 6, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Recreation Committee: The July 2, 2025, meeting was canceled. – Sally Lodato

A. Action items: None

B. The next scheduled meeting is 2:15 p.m. August 6, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Riverfront Park Committee: The July 7, 2025, meeting was canceled. – Gerry Sperling

A. Action items: None

B. [June 2025 RFP operations report](#) – Jon Moog

RFP highlights included: 1) over 53 events were held in the park in June; 2) Hoopfest and Pride events both had record breaking attendance; 3) 19 free activities specifically produced by RFP, including Riverfront Moves, Story Time at the Carousel, Independence Day, and more; 4) Jilin City Sister City bench installed

Jon mentioned the two first amendment protests in the park in June and the false shooter report on the 4th of July. He stressed that RFP continues to reflect the values of the Spokane community and that no damage was caused.

Zipline update: City Council passed the ordinance and contract, and the Department of Ecology approved the shoreline building permit. Mica Moon is working to secure building permits, and we are working with Avista to finalize air rights and FERC licensing rights.

C. The next scheduled meeting is 4:00 p.m. August 11, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Golf Committee: The July 8, 2025, meeting was canceled. – Barb Richey

A. Action items: None

Barb reported that the Rosauer's Open is at Indian Canyon Golf Course next week.

- B. The next scheduled meeting is 8:00 a.m. August 12, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Finance Committee: July 8, 2025 – Bob Anderson

- A. Action items: The action item was presented on the consent agenda.

Bob reported that Parks primary revenue generating departments have seen an excellent first half of the year, with revenues increasing more than expenditures. Parks fund 1400 also sees revenue increasing more than expenditures.

- B. The next scheduled meeting is 3:00 p.m. August 12, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Development & Volunteer Committee: July 9, 2025 – Jennifer Ogden

- A. Action items:

- 1) [Correction of DVC position on Park Board Committee organizational chart](#) – Jennifer Ogden

The position of the DVC on the organizational chart, with respect to the other standing committees of the Park Board, does not accurately reflect the how the DVC functions, and is not in accordance with the bylaws. The DVC functions as a standing committee as reported in sections nine and 13 of the bylaws. This item is to correct the chart to depict the DVC as a standing regular committee.

Motion No. 4: Jennifer Ogden moved to correct the DVC position on the Park Board Committee organizational chart.

Barb Richey seconded.

Motion passed with unanimous consent (9-0)

- 2) [DVC Mission/Goals/Objectives amendment](#) – Jennifer Ogden

The main intent of the amendment is to change two things: the number of Park Board members on the committee from “four” to “up to five” and remove the designation of the committee as a “special committee”.

The Composition and Representation section of the document will be amended to read, “The DVC will be comprised of approximately 50% Park Board and 50% non-Park Board community members. There will be up to five Park Board members, one representative from the CAC and approximately three to four business/community members.”

This amendment corrects the DVC Mission/Goals/Objectives to accurately reflect the functioning of the DVC.

Motion No. 5: Jennifer Ogden moved to approve the correction of the composition and representation section of the Mission/Goals/Objectives.

Lee Williams seconded.

Motion passed with unanimous consent (9-0)

Jennifer closed the DVC portion of the committee meeting by noting that DVC members will have input into park priorities if the levy passes in November. Information can be found at [TogetherSpokane.org](https://togetherspokane.org).

The DVCAC welcomed Sandy and Elizabeth from Comstock Neighborhood Council, who hope to move forward with forming a Friends of Comstock Park group. Laura Ackerman was welcomed as the new president of The Friends of the Bluff and representative to the DVCAC.

The DVCAC had an action item to elect a new chair as Lee Williams, who was absent, is the current chair but has been appointed to the Park Board. The Park Board bylaws do not prohibit a Park Board member from being chair of the CAC; however, the position is mainly to give Friends groups a voice at the table. It was suggested that the Friends groups and Neighborhood Councils be contacted within the next two months to give them a chance to consider who might fulfill the role and the vote was deferred to the September meeting.

Fianna Dickson provided an overview of the current and past members of the DVCAC, noting that there are many vacant positions and cultivation needs to be a priority.

Yvonne Trudeau from the Spokane Parks Foundation presented three ways the Foundation can assist Friends groups: 1) Community Grants Program 2) fiscal sponsorship; 3) providing insurance for singular events in parks.

DVCAC member news:

Cole Taylor is looking forward to when the Friends of Riverfront Park group restarts and meets.

Laura Ackerman reported that Friends of the Bluff hired the WA Trails Association, a landscape architecture firm, and is working with Parks to install 83 stairs on the Rocket Gulch trail. She also reported that two signs were ready for installation – one at the top of the bluff and one at Campion Park. Further, Laura reported 1,000 attendees were present at Brush on the Bluff this year, and that the FoB board has expanded to include two teenagers who represent environmental clubs at their schools.

Elizabeth Goldsmith and Sandy Wicht spoke on behalf of future Friends of Comstock Park. They suggested that a work group be formed to have a public safety component as part of the DVCAC. They noted that the Community Assemblies have public safety committees and felt that a study group could help liaise with police and park rangers. Elizabeth, along with Gerry Sperling and Fianna Dickson offered to sit on the group and will approach Lee Williams as well. Comstock neighborhood is excited to have the pool open again after maintenance issues, and the neighborhood kids miss the swings in the park. Elizabeth and Sandy wanted to thank Carl Strong and his team for the excellent custom spark arrestor for the park.

- B. The next scheduled Development & Volunteer Committee meeting is 12:00 p.m. September 10, 2025, Finch Arboretum Woodland Center, and virtually via Webex.

9. **Reports**

A. President: Jennifer Ogden

Jennifer advised everyone that the next Park Board meeting has been moved to Thursday, August 21st, at 3:30 p.m.

B. Liaisons

1) Conservation Futures – Doug Kelley

Doug reported that they are waiting for a submission that has not been formally completed in terms of preparations for the Land Evaluation Committee.

2) Parks Foundation – Barb Richey – No update

3) City Council – Jonathan Bingle

- Kids Day resolution was passed.
- New Park Board member, Lee Williams, was approved.
- The zipline ordinance and contract was approved.
- Council is finalizing the pro/con committees for Together Spokane
- A Community Workforce Agreement ordinance is being considered for any project over \$5 million. This ordinance would add several requirements that contractors would need to offer to employees, such as portable retirement, childcare, and parking among more. These new requirements would substantially add to the cost of projects.
- The ban on ICE ordinance, which did not include parks, failed.
- Interviews are being held for the District 2 City Council vacancy. Voting will be on July 28th.
- Fish Lake Trail phase 2 is getting funded.
- The Post Street Bridge was honorarily named Friends of the Falls Bridge.
- Anti-camping ordinance passed and will be reevaluated in 90 days.

C. Director: Garrett Jones read a proclamation by Mayor Brown, declaring July 2025 to be Parks and Recreation Month.

Garrett introduced Angel Spell, Assistant Director of Natural Resources. Angel gave background on Diana Roberts, founder of Friends of the Bluff. She then introduced current president Laura Ackerman, past president Jeff Lambert, and special committee lead Dorothy Tibbitts from Friends of the Bluff. Dorothy shared a [presentation](#) on the Rocket Gulch stairs project completion. The South Hill Bluff encompasses High Drive Park, Hangman Park, Champion Park, and Elliot and Ashland conservation areas. There are over 20 miles of trails on 600 acres of land on the Bluff and expanding public access is a goal of the Friends of the Bluff. The Rocket Stairs were listed as a top priority in an access study prepared by the Friends in 2022. Though there are several parking areas and points of access to the north half of the bluff along High Drive, the south portion lacks access from the north and the east except for a public right-of-way at the Rocket Gulch which leads to a trail that joins the bluff's southern trail network. The access trail was steep, loose, and unsafe. The Friends hired AHBL to provide plans for the 82 stairs that would greatly improve safety and navigability. Parks and Rec approved the design plans, developed budget information, and assisted with the permitting process, and the Friends hired The Washington Trails Association to construct the stairs which were completed on July 1st. Parks and Recreation provided project materials; the Spokane Parks Foundation awarded a \$7,000 grant; Bartlett Tree Experts made a \$500 donation; and the remainder of the \$58,000 cost was acquired through fundraising. Jeff Lambert added that the Friends of the Bluff plan to address additional access issues and gaps in the trail system and they look forward to working with the Park Board.

10. **Executive session**

A. None

11. **Correspondence:**
 - A. Letters/email: None
12. **Adjournment:** The meeting was adjourned at 4:34 p.m.
13. **Meeting dates**
 - A. Committee meetings:

Urban Forestry Tree Committee: 4:15 p.m. August 5, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Land Committee: 3:30 p.m. August 6, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Recreation Committee: 2:30 p.m. August 6, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Riverfront Park Committee: 4:00 p.m. August 11, 2025, Riverfront Park Pavilion conference room, and virtually via Webex

Golf Committee: 8:00 a.m. August 12, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Finance Committee: 3:00 p.m. August 12, 2025, Riverfront Park Pavilion conference room, and virtually via Webex.

Development & Volunteer Committee: 12:00 p.m. September 10, 2025, Finch Arboretum Woodland Center and virtually via Webex.
 - B. Park Board: The August 14, 2025, meeting has been CANCELED and RESCHEDULED to August 21, 2025, at 3:30 p.m. in Council Chambers, lower-level City Hall, and virtually via Webex.
 - C. Park Board Study Session: No session scheduled at this time.

Minutes approved by: Garrett Jones
Garrett Jones, Park Board Secretary

**CITY OF SPOKANE PARK AND RECREATION DIVISION
JUNE 2025 EXPENDITURE CLAIMS
FOR PARK BOARD APPROVAL - JULY 10, 2025**

PARKS & RECREATION:

SALARIES & WAGES	\$	1,266,064.78
MAINTENANCE & OPERATIONS	\$	591,852.08
CAPITAL OUTLAY	\$	-
DEBT SERVICE PAYMENTS		
PARK CUMULATIVE RESERVE FUND	\$	25,966.10

RFP BOND 2015 IMPROVEMENTS:

CAPITAL OUTLAY	\$	-
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GOLF:

SALARIES & WAGES	\$	220,011.81
MAINTENANCE & OPERATIONS	\$	712,720.33
CAPITAL OUTLAY	\$	8,036.85
DEBT SERVICE PAYMENTS		
TOTAL EXPENDITURES:	\$	<u>2,824,651.95</u>

Spokane Park Board

Briefing Paper



Committee	Finance Committee Committee meeting date: 07/08/25		
Requester	Jennifer Papich Phone number: 509-363-5420		
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	TPC Holdings five-years contract/Recreation Quarterly Activity Guide (not to exceed \$39,000 annually) tax excluded.		
Begin/end dates	Begins: 09/01/2025 Ends: 08/31/2030 ☐ 06/01/2525		
Background/history: Three times a year the Recreation Department publishes a 40- to 75-page activity guide which showcases the various recreation programs, classes, camps and events Parks and Recreation has to offer. These guides are disseminated to the public via printed hard copy with full-color and glossy covers mailed out to up to 50,000 recipients and digitally and easily accessible through the SpokaneParks.org website, social media and email links. The contract price includes the cost of typesetting (layout and design), printing costs and the cost to arrange the mailing; postage costs are not included.			
Motion wording: Motion to approve five-year contract with TPC Holdings, not to exceed the amount of \$39,000 per year to publish, print and arrange mailing of the Parks and Recreation Quarterly Activity Guide.			
Approvals/signatures outside Parks: ☒ Yes ☐ No If so, who/what department, agency or company: TPC Holdings Name: Nathan Alford Email address: nalford@lmtribune.com Phone: 208-310-6400			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Papich Grant Management Department/Name:			
Fiscal impact: ☒ Expenditure ☐ Revenue Amount: \$39,0000 annually Budget code: 1400-30210-76101-54909			
Vendor: ☒ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☒ Business license Expiration date: 2/28/26 ☒ Insurance Certificate			



CITY OF SPOKANE
PARKS AND RECREATION

PERSONAL SERVICE CONTRACT

Title: DESIGN, PRINTING AND MAILING SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as ("City"), a Washington municipal corporation, and **NEWS REVIEW PUBLISHING dba TPC HOLDINGS, INC.**, whose address is 2210 North Dollar Road, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Parks and Recreation Seasonal Activity Guides, Design, Printing and Mailing Services, in accordance with IRFP 6360-25, and Company's Response to IRFP attached as Exhibit B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2025, and shall run through August 31, 2030, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall be a maximum annual amount not to exceed **THIRTY-NINE THOUSAND AND NO/100 DOLLARS (\$39,000.00)**, plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Parks and Recreation Department, 808 West Spokane Falls Boulevard, 5th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage.

It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**NEWS REVIEW PUBLISHING
dba TPC HOLDINGS, INC.**

**CITY OF SPOKANE
PARKS AND RECREATION**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certification Regarding Debarment
Exhibit B – Company's Response to IRFP

Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

Exhibit B

Bid Response Summary

Bid Number IRFP 6360-25
Bid Title Parks & Recreation Seasonal Activity Guides: Design, Printing, & Mailing Services
Due Date Wednesday, April 23, 2025 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company TPC Holdings
Submitted By Julie Winters - Monday, April 7, 2025 4:15:11 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jwinters@lmtribune.com 2088482237

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this proposal and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Juliette Winters jwinters@lmtribune.com (208)848-2237
Order Placement/Approval			
	1	Award of this business is subject to approval of the City's Parks Board. Award is anticipated in July 2025 for start promptly following approval.	Acknowledged
Contract Terms			
	1	This business shall be awarded on a five (5) year contract.	Acknowledged
Product			
	1	All activity guides shall have a finished size of 8.25 x 9.75	Acknowledged
	2	Activity guides shall be between 40 +4 and 72 +4 total pages.	Acknowledged
	3	All activity guides shall be printed on the following paper stock: page paper 34# 72 Brite, Cover Paper 80# Gloss text weight (4 pages)	Acknowledged
	4	All activity guides shall be printed with the following ink colors: Full color, C, M, Y, K format	Acknowledged
	5	All activity guides shall be printed with the following bleed restrictions: inside pages - right & left hand margins throughout or Bleed Cover only	Acknowledged
	6	All activity guides shall be bound with saddlewire and trim.	Acknowledged
Design Services			
	1	Unit pricing on this quote is understood to include all costs associated with designing the City's activity guides and furnishing the design to the City. No additional fees shall be paid by the City of Spokane.	Acknowledged
Printing/Mailing Services			

1	Unit pricing on this quote is understood to include all costs associated with printing and mailing the City's activity guides. No additional fees shall be paid by the City of Spokane.	Acknowledged
2	Quantities provided on the 'Pricing' tab represent estimates, but the City of Spokane is able to promise a minimum order of 22,000 guides per quarter - 3 guides per year (Fall, Winter & Spring/Summer) Mail fee & Deliver.	Acknowledged
Proposal		
1	Supplier should read the 'IRFP 6360-25 Parks & Recreation Seasonal Activity Guides: Design, Printing, & Mailing Services' document so named in the 'Documents' tab before providing a proposal for these services. Questions around the direction in that document must be asked in the 'Clarifications' tab on this project.	Acknowledged
2	Proposals for this business must be uploaded here (please note all pages - except for 'proprietary information' - must be uploaded as a single document).	City of Spokane proposal 4-7-25.pdf
3	Proposal 'proprietary information' may be uploaded here (please note all pages must be uploaded as a single document).	
Payment Terms		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City contract will be issued. If the City objects to all or any portion of an invoice, it shall notify the firm and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged
2	All invoices shall reference the City's contract number provided upon award of the business, along with the name of the City employee who coordinated the order.	Acknowledged
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged
Business Registration Requirement		

1	Quarterly Design Services	Base	Each	3.00	\$650.00	\$1,950.00
Printing/Mailing Services						
1	Printing/Mailing Service - Fall Activity Guides	Base	Each	50,000.00	\$0.215	\$10,750.00
2	Printing/Mailing Service - Winter & Spring Activity Guides	Base	Each	50,000.00	\$0.215	\$10,750.00
3	Printing/Mailing Service - Summer Activity Guides	Base	Each	50,000.00	\$0.291	\$14,550.00
Total Base Bid	\$38,000.00					

Monday
4/7/25.

TO: City of Spokane

FROM: Julie Winters

SUBJECT: Print Proposal

Thank you for allowing us this opportunity.

Product:	Activity Guide
Quantity:	50,000
Ink:	Full color
Finished size:	8.25"x9.75"
Pages:	40+4/72+4
Paper Stock:	34# Hi-Britle
Cover:	80# Gloss text weight
Bindery:	Saddle Stitch
Artwork:	Print-ready, trouble-free pdf files provided by client
Other:	Direct mailed with customer permit

<u>Print</u>	<u>Cost</u>
40+4	\$10,750.00
72+4	\$14,550.00

Design fee	\$650.00
Freight	\$75

Please let us know if you have any feedback or questions.

Best,
Julie.

This proposal is built on current market pricing. Please know our company has all right to request to reevaluate increases at any time.



Julie Winters
Production Coordinator



208.848.2237



jwinters@lmtribune.com



505 Capital Street
Lewiston, ID 83501

< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: NEWS-REVIEW PUBLISHING CO., INC.

Business name: TPC HOLDINGS INC

Entity type: [Profit Corporation](#)

UBI #: 601-011-077

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2626 E TRENT AVE
SPOKANE WA 99202-3851

Mailing address: 2626 E TRENT AVE
1
SPOKANE WA 99202-3851

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Asotin County General Business - Non-Resident				Active	Feb-28-2026	Jul-28-2023
Spokane General Business - Non-Resident				Active	Feb-28-2026	Oct-02-2019
Spokane Valley General Business - Non-Resident				Active	Feb-28-2026	Oct-08-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ALFORD, A L	
ALFORD, A L	
ALFORD, NATHAN	
FRISCH, RANDY	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names	Status	First issued
GANDER DIGITAL	Active	Jan-25-2024
LEWISTON TRIBUNE	Active	Jan-25-2021
NEWS-REVIEW PUBLISHING CO., INC	Active	Feb-16-2023
REVOLVE PRINT & PACK	Active	Feb-16-2023
STUDIO 1892	Active	Jan-17-2025
TPC HOLDINGS INC	Active	Oct-02-2019
TPC PRINTING	Active	Jan-25-2024
TRIBUNE PUBLISHING CO	Active	Jan-25-2021

The Business Lookup information is updated nightly. Search date and time: 6/30/2025 3:19:49 PM

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TPCHOLD-01

HOWLANDK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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 have ADDITIONAL INSURED provisions or 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 Stonebraker McQuary 616 5th St. PO Box 9 Clarkston, WA 99403	CONTACT NAME: Lesha Lehmitz	
	PHONE (A/C, No, Ext): (509) 758-5529 FAX (A/C, No):	
	E-MAIL ADDRESS: llehmitz@stonebrakermcquary.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Hartford Underwriters Insurance Company	30104
	INSURER C : Hartford Casualty Insurance Company	29424
	INSURER D : SIF IDAHO WORKERS' COMPENSATION	36129
	INSURER E :	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		52UUNBR4AZB	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		52UENBR4AZD	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			52XHUBR4BRR	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	☒ 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	683178	10/1/2024	10/1/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors and Office			52KB0753201-25	6/30/2025	6/30/2026	Liability \$ 1,000,000
A	Workers Compensation			52UUNBR4AZB	6/30/2025	6/30/2026	Stop Gap \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured status as provided by the attached policy forms and endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

This exclusion applies:

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

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

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

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

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

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

discretion, investigate any offense and settle any claim or "suit" that may result. But:

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

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

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

h. Wrong Description Of Prices

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

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 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; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their 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(s) or organization(s).
- (2) 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.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

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

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insureds Own Cost

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

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1)** Radio;
- (2)** Television;
- (3)** Billboard;
- (4)** Magazine;
- (5)** Newspaper; or
- b.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b.** An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

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

5. "Bodily injury" means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:

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

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

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

8. "Employment-Related Practices" means:

- a.** Refusal to employ that person;
- b.** Termination of that person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

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

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

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

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

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

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

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

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

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



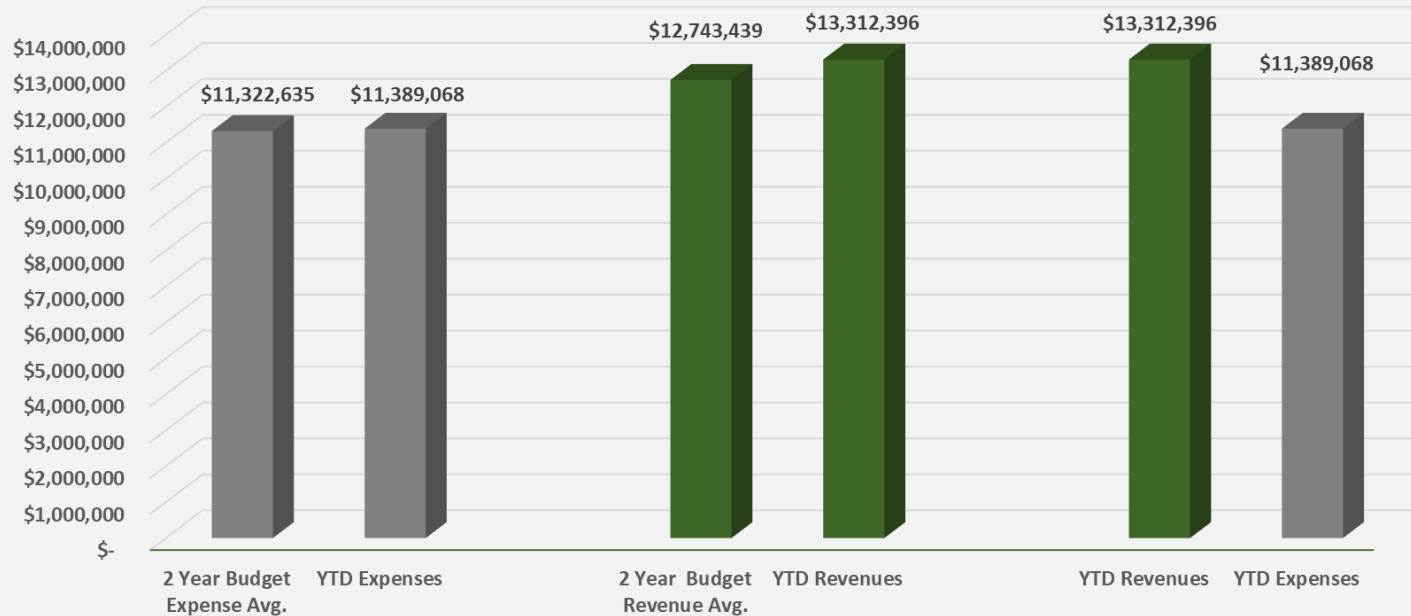
Return to Minutes

City of Spokane

PARKS
& RECREATION

June '25
Financials

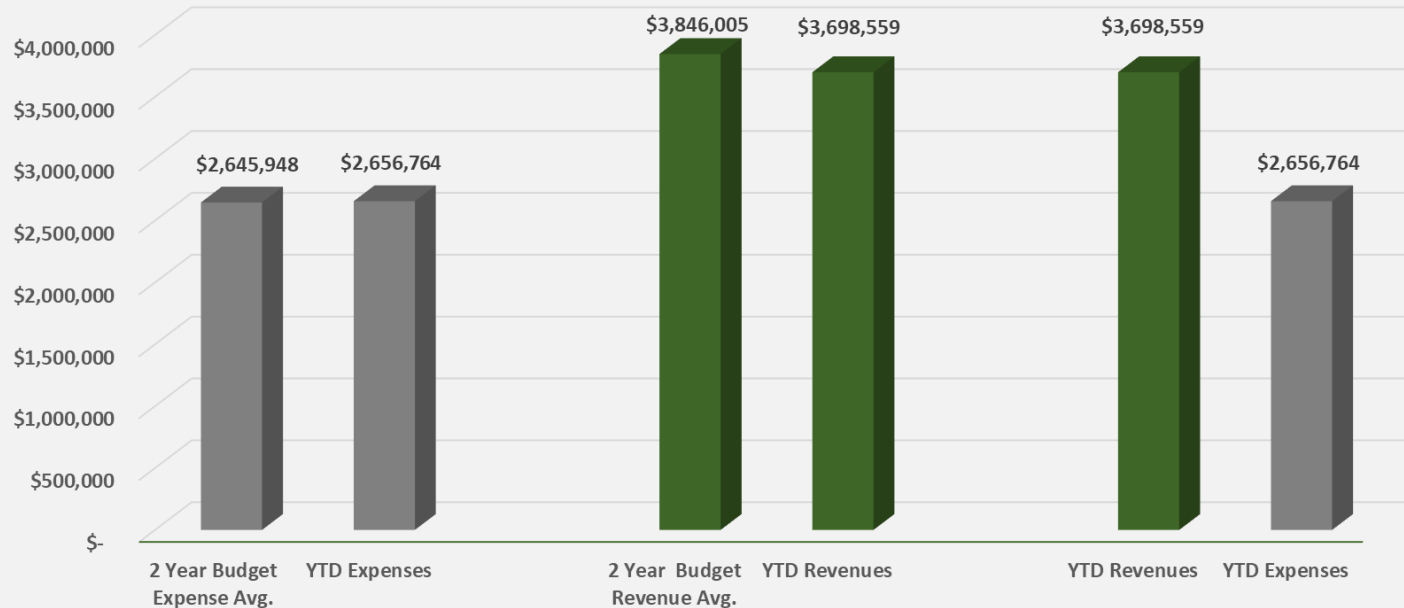
Parks Financials



Key Concepts:

- June had a net gain of \$129,675, which mirrored the net gain from last June.
- Year-to-date, the net gain for Parks is \$287,934 ahead of last year.
- Parks is tracking slightly ahead of budget. As mentioned last month, fees for water usage were likely under-budgeted and will absorb most, if not all, of that variance.

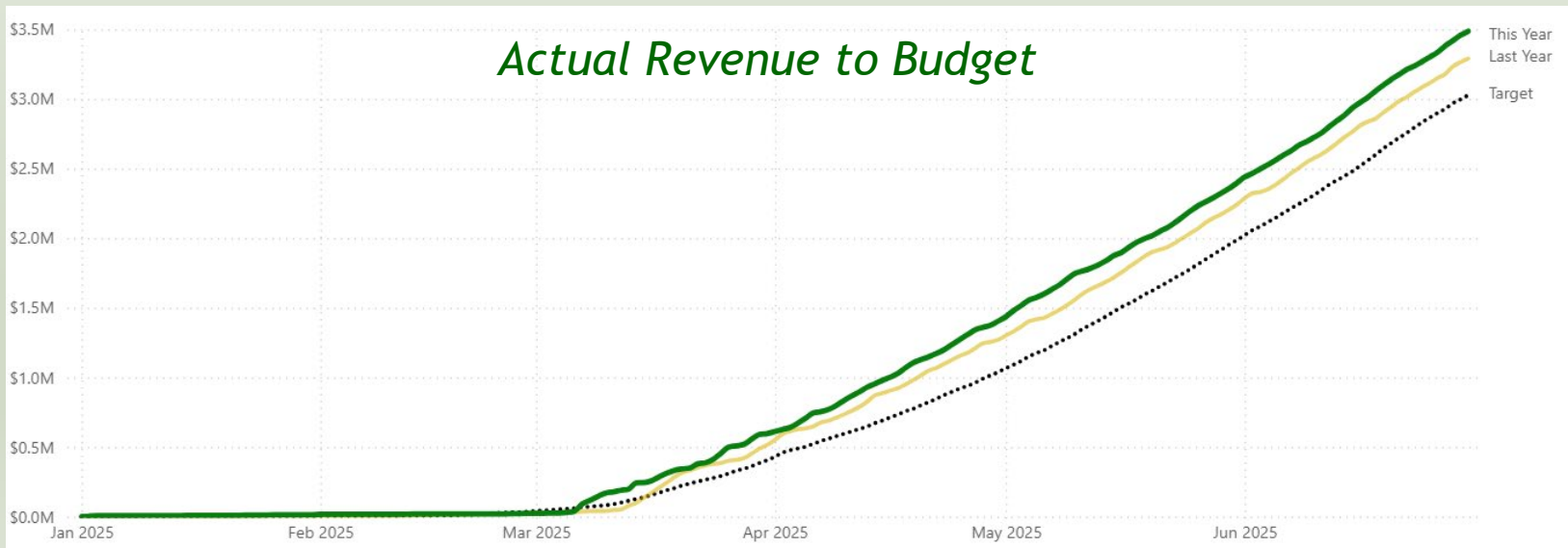
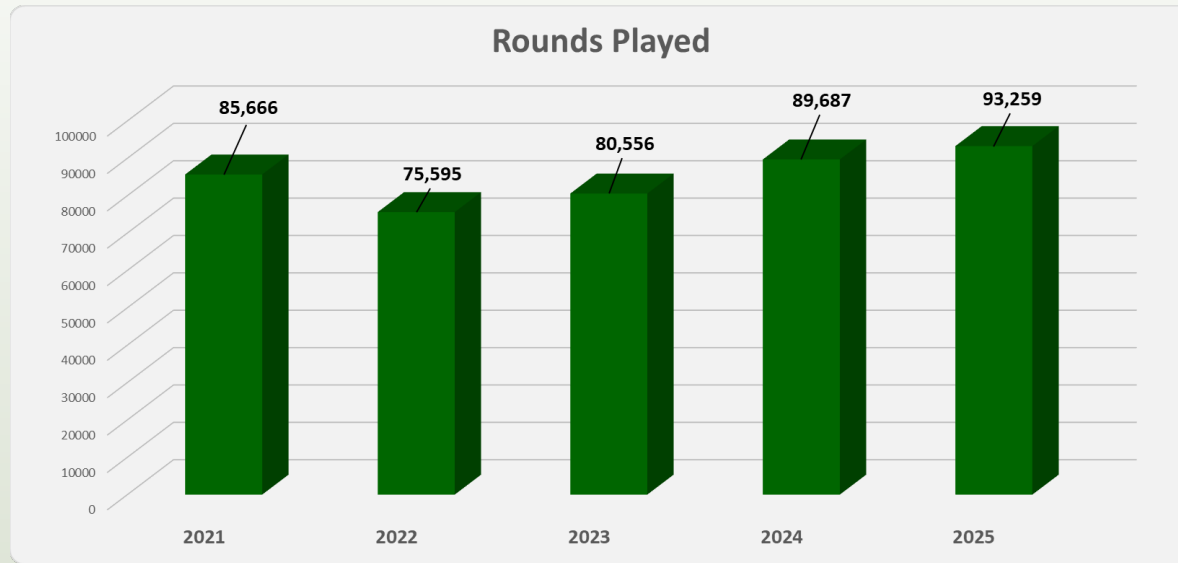
Golf Financials



Key Concepts:

- June had a net gain of \$472,272, which was \$107,480 ahead of last June.
- Year-to-date, golf revenues are exceeding expenses by \$895,879 (excluding the FIF and debt payment).
- The YTD net gain through June is \$203,396 lower than 2024 due to the increased capital expenses in 2025 (mainly equipment and cart paths).

Golf Scorecard





City of Spokane
PARKS
& RECREATION



*Questions Or
Comments?*

Spokane Park Board July 2025		Term Ends	Riverfront Park	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Joint Arts	Development and Volunteer	Liaisons
Jennifer Ogden – President jmogden@spokanecity.org		2026	✓						Chair	✓	Chair	
Gerry Sperling – Vice President gsperling@spokanecity.org		2029	Chair	✓			✓				✓	
Garrett Jones – Secretary gjones@spokanecity.org		N/A										
Greta Gilman ggilman@spokanecity.org		2028			Chair	✓	✓					CF Alt.
Sally Lodato slodato@spokanecity.org		2027			✓	Chair			✓			
Bob Anderson banderson@spokanecity.org		2027				✓	Chair			✓	✓	
Barb Richey brichey@spokanecity.org		2029		Chair					✓			PF
Kevin Brownlee kbrownlee@spokanecity.org		2028	✓		✓			Chair		Chair		
Doug Kelley dtkelley@spokanecity.org		2027		✓	✓	✓						CF
Lindsey Shaw lshaw@spokanecity.org		2030	✓					✓			✓	
Lee Williams lwilliams@spokanecity.org		2030				✓		Alt.			✓	
Jonathan Bingle jbingle@spokanecity.org		N/A										CC

PF = Spokane Parks Foundation

CF = Conservation Futures

CC = City Council

Spokane Park Board

Briefing Paper



Committee	Special Discussion/Action	Committee meeting date: N/A	
Requester	Angel Spell	Phone number: 509.363.5493	
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal A/2. Goal C/5. Goal K/5.	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Resolution to establish a one-year reforestation pilot program for downtown Spokane		
Begin/end dates	Begins: 07/28/2025	Ends: 07/27/2026	☐ 06/01/2525
Background/history: Partnering with others to prioritize tree plantings in areas of need is a first tier priority for capital investments to preserve our wild. This resolution, sponsored by CM Bingle, establishes a one-year pilot program in collaboration with Downtown Spokane Partnership to invest in the reforestation of downtown Spokane tree canopy. Key elements of the program include developing more education and outreach resources, supporting proactive tree stewardship, offering no-cost technical services, and acting as an information clearing house. Urban Forestry program staff will service the pilot program administratively and operationally. Any expenditures for the pilot program will be provided through the Tree Equity Spokane grant (USDA Forest Service).			
Motion wording: Motion to approve, recommend and forward to City Council a resolution to establish a one-year reforestation pilot program for downtown Spokane.			
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Angel Spell Grant Management Department/Name:		City Council Members Garrett Jones Jason Conley Al Vorderbrueggen Katie Kosanke	
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: _____ Budget code: _____			
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Business license Expiration date: _____ ☐ Insurance Certificate			

CITY OF SPOKANE
PARK BOARD RESOLUTION

A resolution requesting the Mayor, City Council, and Park Board establish a pilot program for reforestation of the downtown Spokane area.

WHEREAS, it is a goal of the City of Spokane to create and maintain active reforestation programs; and

WHEREAS, it is goal of the City of Spokane to reach thirty percent (30%) canopy cover of its total land area by 2030; and

WHEREAS, healthy street tree canopy provides numerous economic, social, and environmental benefits including higher property values, increased retail revenues, stormwater mitigation, reduced energy costs, reduced heat island effect, better air quality, protection of water quality, and reduced crime rates; and

WHEREAS, under Section 48 of the Spokane City Charter, the Spokane Park Board has the responsibility to “exercise supervision over all shade trees, shrubs, and plants of all kinds on or in the streets and public places of the City and over all resting places, water stations, playgrounds, and parade grounds;” and

WHEREAS, pursuant to Section 12.02.925 of the Spokane Municipal Code, actual responsibility for maintenance of street trees is vested in the owners of the property where street trees reside; and

WHEREAS, the lack of clarity as to ultimate responsibility for the maintenance of street trees has led to a decline of the health and number of trees in the downtown core; and

WHEREAS, currently the downtown area in the Riverside Neighborhood has only 7% canopy coverage; and

WHEREAS, street trees are part of the required landscaping for all commercial properties as outlined in the development code; and

WHEREAS, urban business districts present specific and complex infrastructure challenges to planting, maintaining, and sustaining a healthy street tree canopy.

WHEREAS, shared responsibility, partnership, and collaboration are key to successfully overcoming these complexities and challenges to meet our canopy goals.

WHEREAS, the City of Spokane's Urban Forestry program has been granted funds from the USDA Forest Service through 2029 to plant street trees in low-canopy, low-income, and underserved neighborhoods; and

WHEREAS, the Park Board agrees that concerted and collaborative effort toward reforestation of the downtown core is essential to the vitality and health of both the downtown core and the City as a whole; and

WHEREAS, the Park Board has exclusive authority to establish policies related to park land and street trees, the Mayor has sole authority to direct the actions of city staff, including employees of the Parks and Recreation Department, and the City Council in turn is the legislative authority for the City as a whole, all leading to the need for collaboration among various authorities to ensure a successful reforestation program;

NOW, THEREFORE, BE IT RESOLVED the Park Board supports the collaborative effort to implement a pilot reforestation program for the downtown core of the City, and requests that the administration, with the approval of the Spokane Park Board, direct the Urban Forestry department to implement a one-year pilot program with the following elements:

- Boosting city collaboration with Downtown Spokane Partnership (DSP) by creating more outreach and engagement resources on the reforestation of downtown for property owners, tenants, and residents; and
- Investing in more human resources and professional development for proactive tree stewardship with DSP; and
- Providing no-cost technical services and support from Urban Foresters to reduce barriers to street tree planting and ensure compliance with City codes and specifications; and
- Providing a central point of contact to help guide property owners through the network of city agencies involved in the permitting, service, and maintenance of public infrastructure in a commercial business district;

BE IT ALSO RESOLVED the Park Board requests that the Director of Parks & Recreation and the City's Urban Forester report on the outcome of the one-year pilot program to the City Council's Urban Experience Committee at a suitable time in year 2026; and

BE IT ALSO RESOLVED the Park Board requests that at the conclusion of the pilot program the administration direct the Urban Forestry department to prepare for City Council consideration an ordinance that would establish a permanent reforestation program for downtown Spokane; and

BE IT ALSO RESOLVED the Park Board further pledges its support for the one-year pilot program and its openness to establishing a permanent reforestation program for the downtown core and the City as a whole.

ADOPTED BY THE PARK BOARD ON _____

Park Board President

Attest:

Approved as to Form:

City Clerk

Assistant City Attorney

Return to Minutes



riverfront
SPOKANE

June 2025



Photo Credit: Brian Plonka/Spokesman-Review

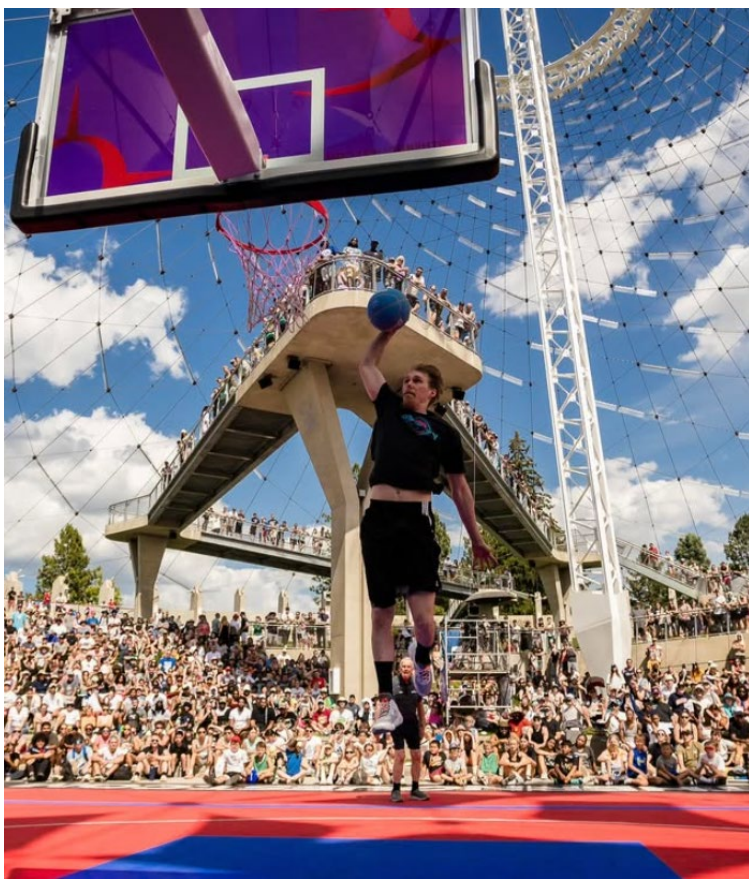


Photo Credit: YWCA Spokane



Photo Credit:
Filipino American
Northwest
Association

Hosted Events

- Filipino-American Friendship Festival
- Spokane Pride Festival
- Hoopfest
- Gabriels Challenge – Closing Ceremony



Jilin City Sister City Bench – Design by Mallory Battista





riverfront
SPOKANE

19 Events & Activities



Riverfront's Kids Fest

Presented by Dasani water





Photo Credit: Colin Mulvany/The Spokesman-Review

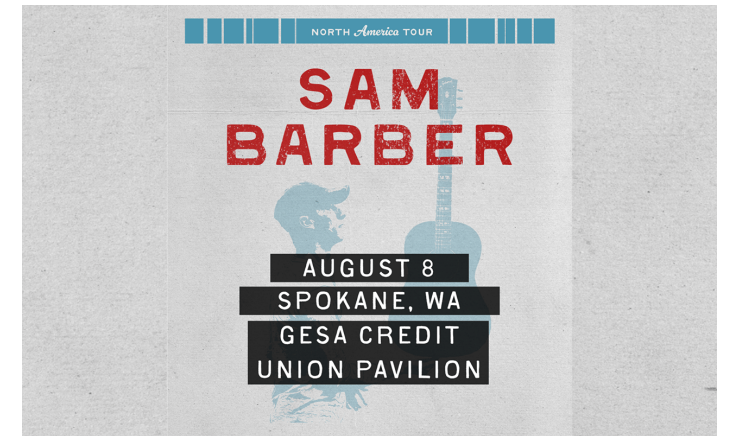


Photo Credit: Young Kwak/ Inlander



Photo Credit: Jonathan Brunt/The Spokesman-Review

On The Horizon



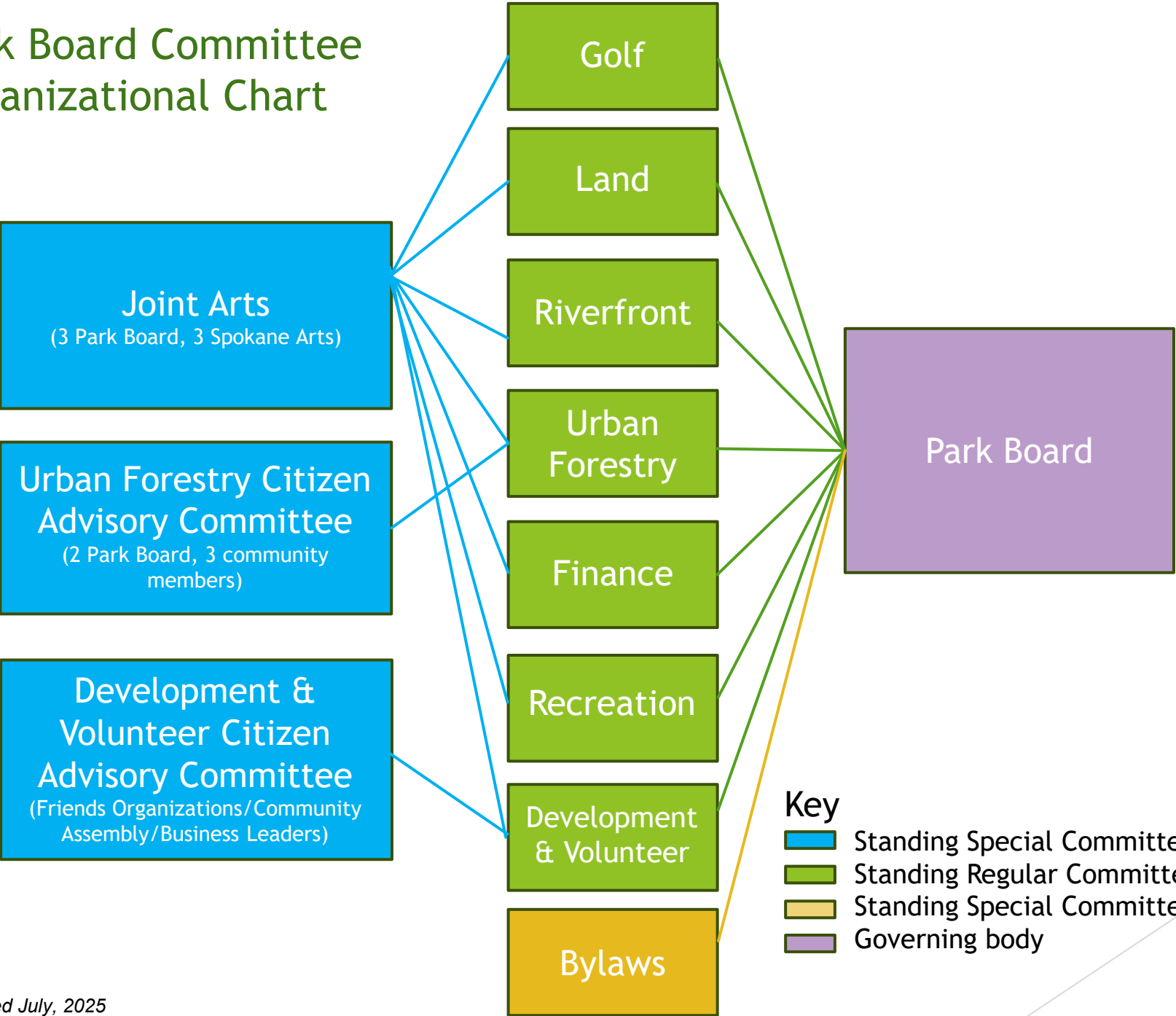
Spokane Park Board

Briefing Paper



Committee	DVC Committee meeting date: 07/09/2025		
Requester	Jennifer Ogden Phone number:		
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☒ New ☐ Renewal/ext. ☐ Lease ☐ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)		Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	Correction of DVC Position on Park Board Committee organizational chart		
Begin/end dates	Begins: 07/10/2025	Ends:	☒ 06/01/2525
Background/history: The Park Board bylaws state the DVC is a standing committee of the Park Board, whereas the organizational chart depicts it as a "special committee". This item is to correct the organizational chart to follow the Park Board bylaws.			
Motion wording: Approve correction of DVC position on the Park Board Committee organizational chart			
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Ogden Grant Management Department/Name: _____ Fianna Dickson Garrett Jones			
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: _____ Budget code: _____			
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Business license Expiration date: _____ ☐ Insurance Certificate			

Park Board Committee Organizational Chart



- Key**
- Standing Special Committee - Advisory to Standing Regular Committee
 - Standing Regular Committee - Advisory to the Park Board
 - Standing Special Committee - Advisory to the Park Board
 - Governing body

Spokane Park Board

Briefing Paper



Committee	DVC Committee meeting date: 7/9/2025		
Requester	Jennifer Ogden Phone number:		
Type of agenda item	☐ Consent ☐ Discussion ☐ Information ☒ Action		
Type of contract/agreement	☐ New ☐ Renewal/ext. ☐ Lease ☒ Amendment/change order ☐ Other		
City Clerks file (OPR or policy #)			
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	OPR 2021-0266	Master Plan Priority Tier: (pg. 171-175)	
Item title: (Use exact language noted on the agenda)	DVC mission/goals/objectives amendment - composition portion		
Begin/end dates	Begins: 07/10/2025	Ends:	☒ 06/01/2525
Background/history: The DVC composition as stated on its mission/goals/objectives document indicates a number of four Park Board members on the committee; however, the Park Board bylaws do not state a maximum number. This item is a request to revise the composition of the DVC to read "up to five Park Board members".			
Motion wording: Approve amendment of DCV mission/goals/objectives - composition portion			
Approvals/signatures outside Parks: ☐ Yes ☒ No If so, who/what department, agency or company: Name: _____ Email address: _____ Phone: _____			
Distribution: Parks – Accounting Parks – Sarah Deatrich Requester: Jennifer Ogden Grant Management Department/Name: _____ Fianna Dickson Garrett Jones			
Fiscal impact: ☐ Expenditure ☐ Revenue Amount: _____ Budget code: _____			
Vendor: ☐ Existing vendor ☐ New vendor Supporting documents: ☐ Quotes/solicitation (RFP, RFQ, RFB) ☐ Business license Expiration date: _____ ☐ Insurance Certificate			



Development & Volunteer Committee (DVC) Overview

A committee of the Spokane Park Board

Updated: July 2025

Purpose/Mission

The purpose of the Development and Volunteer Committee is to help guide fundraising priorities (capital and programmatic), and to enhance the growth and coordination of the “Friends of” volunteer groups who work to fulfill those fundraising priorities.

Goals

- Guide and support Parks & Recreation’s capital and programming fundraising priorities
- Serve as an umbrella over “Friends of” groups
- Foster the creation and growth of new “Friends of” groups

Objectives to obtain those goals

Goal: Guide and support Parks & Rec’s capital and programming fundraising priorities

- a. Develop an annual priority fundraising list for capital and programming projects, in concert with Parks & Recreation leadership and the full Park Board
- b. Develop a fundraising master plan
- c. Create toolkits/presentations/videos as needed
- d. Utilize Park Board members’ connections to solicit potential donors
- e. Develop procedures for accepting and recognizing funds

Goal: Serve as an umbrella over “Friends of” groups:

- f. Centralize MOU agreements for consistency
- g. Create a Citizens Advisory Committee (CAC) comprised of reps from all Friends groups, and Community Assembly/neighborhood councils as appropriate
- h. Increase coordination between Friends groups for shared resources, ideas, concerns/issues, marketing, and support
- i. Support Friends’ fundraising efforts, guided towards the determined fundraising priorities
- j. Support communication with their staff liaison and additional appropriate Park Board committees (i.e. Land, Riverfront Park)

Goal: Foster the creation and growth of new “Friends of” groups

- a. Create a Friends of Riverfront Park

Composition & Representation

The DVC will be comprised of approximately 50% Park Board and 50% non-Park Board community members. There will be up to five Park Board members, one representative from the CAC, and approximately three to four business/community members.

Rocket Gulch Stairs

a neighborhood trail improvement project



Partnership and Collaboration make a vision become reality

Spokane Park Board – Director's Report
July 10, 2025

Diana Roberts

visionary founder of Friends of the Bluff (2010)
agronomist at WSU Extension – Spokane County

Diana was such a catalyst. She was very no-nonsense with passion for the places and the space, and the people and the animals that get to enjoy it. Diana insisted on the engagement of partners and community members. With Friends of the Bluff, she provided that instant lift that sets it into flight. From the city's perspective, we're so grateful for her initiating energy and her stamina to see things through to create a sustainable organization.



Bluff Trails

Over 20 miles of trails on 600 acres of natural lands are used by hikers, bikers, runners, dog walkers and wildlife watchers.

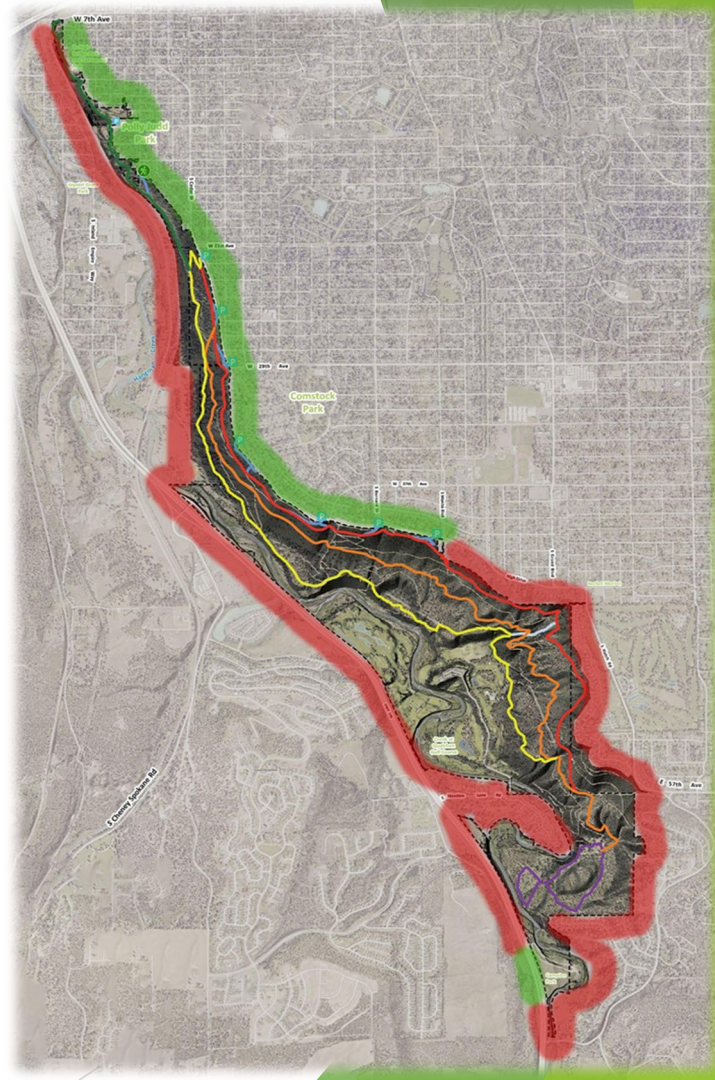
Expanding public access is a goal of the Friends of the Bluff organization.



Bluff Trails

Over 20 miles of trails on 600 acres of natural lands are used by hikers, bikers, runners, dog walkers and wildlife watchers.

Expanding public access is a goal of the Friends of the Bluff organization.



Rocket Gulch Trail

neighborhood access

30' public right-of-way provides access, but it's easy to miss.

Once you find it, the trail quickly connects you to all the Bluff's main trails.



Before

Steep slope, loose soil, difficult to navigate safely.



After

82 stairs
several integrated retaining walls,
one dry-stack concrete/rock
retaining wall, and a hand railing



What does it take?

1. Volunteer infrastructure

- ✓ Friends of the Bluff is a well-functioning volunteer non-profit organization with an effective board of directors.
- ✓ Friends of the Bluff established a Special Project Committee.

2. Responsive professionals

3. Resources

4. Public outreach



What does it take?

1. Volunteer infrastructure
2. Responsive professionals
 - ✓ AHBL
 - ✓ Spokane Parks and Recreation
 - ✓ Washington Trails Association
3. Resources
4. Public outreach



Washington Trails Association professional trail-building crew



What does it take?

1. Volunteer infrastructure
2. Responsive professionals
3. Resources
 - ✓ Money
 - Fundraising Goal = \$58,000
 - \$8000 of project materials from Spokane Parks & Rec
 - \$7000 grant from Spokane Parks Foundation
 - \$500 donation from Bartlett Tree Experts
 - ✓ People
4. Public outreach



What does it take?

1. Volunteer infrastructure
2. Responsive professionals
3. Resources
4. Public outreach
 - ✓ Information
 - ✓ Meetings and Events



Everything is in place, let's build this!

- ✓ Permit issued on May 22nd
- ✓ Project started May 28th
- ✓ Stair construction completed on July 2nd



Everything is in place, let's build this!

- ✓ Permit issued on May 22nd
- ✓ Project started May 28th
- ✓ Stair construction completed on July 1st



Questions?

