

CITY CLERK ORIGINAL

C-8783
01/16/2014

USE AGREEMENT Glendale Media Center Studios

This Use Agreement for the Glendale Media Center Studios ("Agreement") is entered into between the City of Glendale, an Arizona municipal corporation ("City"), and Storyteller Films Inc., an Arizona corporation ("User"), (collectively "Parties"), and is effective only for the date(s) of use listed below

1 PURPOSE AND EVENT NAME: User has the nonexclusive right to occupy and use the Glendale Media Center, Studio A ("Studio"), for the following purposes and no other: Studio A, for the purpose of a commercial video shoot.

2 GRANT OF USE. City grants to User the right to use the Studio and any authorized surrounding parking lots or equipment staging areas located in the vicinity of 9494 W Maryland Avenue, Glendale, Arizona, collectively "Studio," for and in consideration of the rents and charges listed within this Agreement. The date(s) of use and rate along with a description of the rented space and use of the rented space are as follows.

Use Date(s):	Full Day Rental (10hrs)
	January 16, 2014. Rental Rate after 10 hours is \$200/hour.
Deposit:	\$625
Rent:	\$1250
Costs:	\$1250
Total Due:	\$1250
Deposit Received:	\$
Balance:	\$

3. RESERVATION. Return of this Agreement, properly signed on the last page, along with a deposit of 50% of the amounts listed above and proof of insurance as required under paragraph 17, constitutes a reservation for the planned date(s) of use. Payment in full of rent is due upon completion of the planned use. All payment instruments should be made payable to the City of Glendale. The City reserves the right to require further assurances of the method of payment.

4. CANCELLATION OF RESERVATION. Upon cancellation of the reservation by the User with notice to the City of at least 48 hours prior to the planned use date(s), User will receive a full refund of any deposit, rent or other costs paid to the City. Upon cancellation of the reservation by the User with less than 48 hours notice, City retains the deposit but the User will be refunded any rent or other costs paid to the City. Upon cancellation of the reservation by the City the User will receive a full refund of any monies paid to the City in connection with the reservation. User understands that City assumes no liability for cancellation of a reservation but that City will engage in reasonable efforts with the User to secure a new reservation.

5. TERMINATION OF AGREEMENT. The City may terminate this Agreement at its convenience after commencement of use. If the City terminates this Agreement, it will prorate User's rent or other services as practical. If City terminates this Agreement User agrees to forego any and all claims for damages against City and further agrees to waive any and all rights which may arise by reason of the termination and User shall have no recourse of any kind against the City. User may terminate this Agreement after commencement of use upon providing City as much notice as is reasonably practical. User shall receive a refund of any rents paid for any full standard use days not utilized. Partial day uses are not refundable.

6. USE INTERRUPTION. City retains the right to cause the interruption of any activity in the interests of public safety, and to likewise cause the termination of User's activities, when in the sole judgment of City, the acts are necessary in the interest of public safety. If the interruption is due to an evacuation order, User may re-enter the Studio after release from the order for sufficient time to complete the planned use without additional rental charge so long as the time does not interfere with other City uses. If it is not possible to complete the planned use, rental and costs shall be forfeited, prorated, or adjusted, based upon the situation, at the discretion of the City. User waives any claim for damages or compensation from the City for use interruption.

7. ARRANGEMENTS AND DETAILS: All Studio setups and production details should be finalized at least ten days prior to the starting day of the use with Laurie Berg Sapp, General Manager, at (623) 930-4510. If required information is not provided, the City will determine needs based upon available information. Changes requested within ten days of the starting date of use are subject to surcharges.

8. SERVICES PROVIDED: Green room, make-up and bathroom areas, tables, chairs and all facility integrated equipment, including general house and studio lighting, heating, air conditioning and custodial service.

9. OTHER SERVICES AND EQUIPMENT: Other services and equipment may be available for additional charge(s). Requested services and equipment must be coordinated with the City point of contact listed in paragraph 7 above.

10. DAMAGE TO BUILDING, CONTENTS/EXTERIOR FACILITIES. User is responsible for damage to Studio furnishings, fixtures, cyc wall or equipment as well as any damage to City facilities located on the exterior of the Studio caused by User's guests, agents or contractors, ordinary wear exempted. User shall take all precautions to maintain the Studio in good repair and restore and return the Studio back to the City upon the termination of this Agreement. If User does not maintain the Studio as required by this Agreement the City may enter the Studio and do all things necessary to restore the Studio to the prior condition, with all costs being charged to the User. *Warning:* cyc wall repair or replacement is very expensive and by signing this Agreement User agrees to all charges related to repair or replacement of the cyc wall that may be necessary as a result of User's occupancy of the Studio.

11. ATTACHMENTS: No attachments are allowed on any surface in the Studio, including pins, staples, nails or similar fasteners nor shall any adhesive tapes be applied to flooring unless approved in advance by the City.

12. PUBLIC SAFETY User agrees that at all times it will conduct its authorized activities with full regard to public safety and will observe and abide by all applicable municipal, state and federal laws and regulations as well as requests by City and duly authorized governmental agencies responsible for public safety. City also reserves the right to eject or cause to be ejected from the Studio any person engaging in objectionable conduct, including, but not limited to: disruption of other Studio or Media Center operations; exposing property or persons to risk of damage or injury; unreasonable noise, or any illegal conduct. Neither the City, nor any of its officers, agents or employees is liable to User for any damages or injuries sustained by User through City's exercise of its right to eject.

13. PROPERTY LIABILITY. City assumes no responsibility whatsoever for any property placed by User in the Studio. User expressly releases and discharges City from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Studio under this Agreement. Any additional security or other protective service desired by User must be arranged for by special agreement with the City and User is responsible for all costs connected with any additional services.

14. COMPETENCY OF PERSONNEL: User certifies that all employees, agents or others working for or on behalf of User in the Studio are knowledgeable in the operation of Studio equipment and procedures

15. PROPERTY LEFT BEHIND: The City assumes no responsibility for personal items, equipment or other items that remain in the Studio after the expiration of this Agreement. Items left will be maintained for a period of 30 days. If not claimed within 30 days, the items are subject to disposal at the City's discretion. The City reserves the right to charge storage for items left in the Studio

16. ACCESS: It is understood and agreed that the City reserves the right to control and manage the Studio and to enforce all necessary and proper rules for its management and operation. Authorized City employees will have free access at all times to all spaces occupied by User.

17. PUBLIC LIABILITY INSURANCE REQUIRED: Comprehensive Liability Insurance is required for use of the Studio. User's insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: a) provide at least \$1 million combined single limit per occurrence of Comprehensive Liability Insurance from an insurance company with a Standard & Poor's rating of at least "BB", b) if an Aggregate Policy, the combined limit must be at least \$2 million; c) name the City of Glendale as additional insured by endorsement; and d) specify the dates applicable inclusive of the use requested.

18. INDEMNIFICATION: User shall indemnify, defend, save and hold harmless the City and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of User or any of its owners, officers, directors, agents, employees, invitees or contractors, arising out of or related to User's occupancy and use of the Studio. It is the specific intention of the Parties that the City shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by User from and against any and all claims. It is agreed that User will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Studio, User agrees to waive all rights of subrogation against the City its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Studio unless the rights arise due to the negligent or willful acts or omissions of the City.

19. ASSIGNMENT: User may not assign or sublet this Agreement without the written consent of the City.

20. COOPERATION: User and City mutually agree to provide reasonable notice and opportunity to address or cure the performance of the terms or issues related to the use authorized under this Agreement. User acknowledges that situations involving safety of personnel or imminent risk of damage to the Studio may provide little or no opportunity for notice or cure before City action is required.

21. PATENTS, TRADEMARKS, LICENSES. User assumes all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in its use. User agrees to indemnify, defend and hold harmless City from any claims or costs, including, but not limited to, penalties and legal fees, which might arise from use of any of the material described above.

22. SCHEDULING OF OTHER EVENTS: City may schedule and contract with other parties for uses that are adjacent to, in close proximity of or similar in nature to the use authorized under this Agreement. The City may schedule and contract for these events during USER'S planned use without notice to User, unless otherwise specified in writing by the City.

23. JURISDICTION: The laws of the state of Arizona shall govern this Agreement.

24. NOTICES: Any notice permitted or required under this Agreement must be delivered personally or by United States Postal Service, certified mail with return receipt requested to the addresses as shown below. Notice is considered received upon date of delivery.

25. CONFLICTS: This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

26. ENTIRE AGREEMENT: The Parties agree that all agreements are fully set forth above and that no oral statement or representations of any kind have been made upon which either party shall have the right to rely. This provision does not limit the City from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this Agreement or that would be in the best interests of the operation of the Studio.

27. AUTHORITY: The individual signing below and on behalf of User certifies that the individual is authorized to enter this Agreement and to bind User to all of its term and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as shown below.

CITY: City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attn: Marketing

USER: Matt Evans
Storyteller Films Inc.
4449 North 12th street Bldg. C
Phoenix, Arizona 85014

With a Glendale City Attorney
Copy to: 5850 West Glendale Avenue
Glendale, AZ 85301

Title: Cable Media Administrator

Title: Creative Director

Signature: 

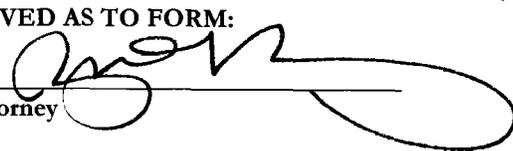
Signature: 

Date: 1/16/14

Date: 1-16-14

ATTEST: 

City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2014

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

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

PRODUCER HUB International Ins Svcs Inc 2375 E. Camelback Road #250 Phoenix, AZ 85016 800 688-7472	CONTACT NAME: Linda Hurst
	PHONE (A/C, No, Ext): 602-749-4209 FAX (A/C, No): 866-674-9196 E-MAIL ADDRESS: linda.hurst@hubinternational.com
INSURED Storyteller Films Inc 4449 N 12th Street Bldg C-1 Phoenix, AZ 85014	INSURER(S) AFFORDING COVERAGE
	INSURER A · Continental Casualty Company NAIC # 20443
	INSURER B ·
	INSURER C ·
	INSURER D ·
	INSURER E ·
INSURER F · HUB CA Resident Lic #0757776	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5094958914	01/14/2014	01/14/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Glendale is named as additional insured with respects to general liability per attached form SB3008848 0611 and SB146932E 0611.

CERTIFICATE HOLDER City of Glendale 5850 W Glendale Ave Glendale, AZ 85301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert A. Macbook</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

TECHNOLOGY ERRORS & OMISSIONS LIABILITY COVERAGE FORM

Section **II. WHO IS AN INSURED** is amended by the addition of the following at the end:

The individuals or entities listed below are also Insureds, but, with respect to "your work," only when such services are performed on your behalf and only for "wrongful acts" that occur after the corresponding Retroactive Date below.

Persons/Entities

Retroactive Date

City of Glendale

01/14/14

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020008740315046873099



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, 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, subject to the following additional exclusions.

1. The insurance afforded the vendor 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 omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) 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
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be

1. Currently in effect or becoming effective during the term of this policy, and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured

The insurance provided to the additional insured is limited as follows

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or

written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

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

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures, or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you, or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises, or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land, or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply

- (1) To any "occurrence" which takes place after the equipment lease expires, or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard "

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing

4. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under B Exclusions, 1 Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following

k. 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 any real property on which you or any contractors or subcontractors working directly or indirectly in 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

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 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises

(1) rented to you

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance

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

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

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2 Exclusions is deleted and replaced by the following

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following

The most we will pay under Business Liability for damages because of "**property damage" to any one premises,** while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against

- a. Any person or organization with whom you have a written contract that requires such a waiver

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. 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 an additional insured is a partnership;
 - (3) Any manager, if you or an additional insured is a limited liability company,
 - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation,
 - (5) Any trustee, if you or an additional insured is a trust, or
 - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entityThis paragraph **e.** applies separately to you and any additional insured

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3 "Bodily Injury" is deleted and replaced with the following

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease

8. Expanded Personal and Advertising Injury Definition

a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is
 - 1. Not done intentionally by or at the direction of
 - a. The insured, or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured, and
 - 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured

b. The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination

c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement

9. Personal and Advertising Injury Re-defined

Section **F. Liability and Medical Expenses Definitions**, item 14, **Personal Advertising Injury**, Paragraph **c** is replaced by the following

- 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 it's owner, landlord or lessor