

**CITY CLERK
ORIGINAL**

**C-10398
10/29/2015**

**Outside Employment Work Agreement
and Employer Certification**

The Glendale Police Department and Universal Protection Service, LP
(Name of Company /Organization)

An Arizona:

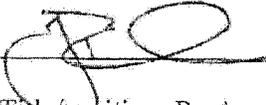
Individual Sole proprietorship (X California Limited Partnership) Corporation Association,

Enter into this agreement, subject to the conditions herein, for Outside Employment of police officer(s) and or police employees.

For: Westgate Entertainment District
(Assignment / Event / Activity)

Printed name of person (s) authorized to request officers: Troy Blume, Allen Grandby

Signature of person authorized to request officers:



Title/position: Regional Manager

Telephone Number(s): 808.292.5588

Fax Number: _____

Job location: Glendale AZ.

General Services:

- Three (3) working days prior notice is required when requesting to hire an officer/employee for outside employment. For the purpose of this agreement "Outside Employment" refers to outside employment where the actual or potential use of law enforcement powers is anticipated.
- There is a three hour minimum payment required for each position.
- The rate of pay is:
 - \$35.00 per hour for Traffic Control
 - \$35.00 per hour if the sale of intoxicating beverages is a factor
 - If the work does not involve traffic control or the sale of intoxicating beverages, the rate is \$30.00 per hour.
- If four or more employees are required, then one will be a supervisor and paid \$5.00 per hour more.
- The Outside Employment Work Agreement and Employer Certification forms (Industrial Coverage and General Liability Insurance Coverage) must be completed, filed and accepted by the Glendale Police Department prior to any Outside employment work being performed.

Specific Duties Requested _____

Workers Compensation Coverage: The hiring agent is required to maintain Workers' Compensation insurance and Glendale Police Department employees are considered employees of the hiring agent for the purposes of the Arizona Workers' Compensation Laws. Any injuries to those employees resulting from employment are the responsibility of the hiring agent.

Officers are provided workers' compensation coverage by the City of Glendale when they are taking law enforcement action which arises while working for a private employer, provided that the officer is acting within the course and scope of his or her duties as a Glendale Police Officer (that is, taking official police action in the enforcement of local, state and federal laws and ordinances).

A Certificate of Insurance must be filed with the Glendale Police Department Outside Employment Coordinator prior to the commencement of any staffing under this agreement reflecting in force statutory coverage for Workers' Compensation Insurance and Employers' Liability.

Name of Insurance Co: XL Specialty Insurance Co.
Policy No: RWE5000471 Expiration: 7/1/2016

General Liability Insurance Coverage is mandatory with bodily injury and personal injury limits no less than one million (\$1,000,000) per occurrence. In the event that there is a third party claim arising out of the use of the officers, the claim and any associated expenses is the responsibility of the hiring agent. A Certificate of Insurance naming the City of Glendale as an additional insured must be filed with the Glendale Police Department Outside Employment Coordinator prior to the commencement of any staffing under this agreement.

Name of Insurance Co: Lexington Insurance Co.
Policy No: 059332010 Expiration: 09/01/2016

Work Requirements and Restrictions

The primary concerns of the Glendale Police Department regarding officers and police employees working Outside Employment are protecting the employee from hazards that may result directly or indirectly from the employment, conflicts of interest that may arise from the employment, liability and risk management concerns, and providing a professional service to the community. In response to these concerns the Glendale Police Department requires its officers to adhere to the following restrictions:

- Supervisory personnel are required when four or more (4) officers/employees work simultaneously.
- Officers may work off-duty only when certified by the department to do so.
- All assignment of officers will be done through the department coordinator.
- Industrial/Workers Compensation and liability insurance are mandatory.
- Officers will not work weddings, private parties/banquets, except at **churches or on church property.**
- Officers are not permitted to work where they perform non-police tasks.
- The officers will not work outside the city limits of Glendale in uniform.
- Officers are not permitted to work where adequate officers are not hired to handle the situation safely.
- Officers will be assigned to work off-duty from a rotational assignment list.
- Three working days prior notice must be given when requesting an officer.
- A minimum of 24 hrs. prior notice must be given when canceling a department assigned job. A three (3) hr. charge per employee will be levied in the event of a cancellation without the 24-hr notice.
- There is a three (3) hr. minimum for department assigned jobs.
- **Payment for services is required to be made either at the time of the assignment or no later than a maximum of 21 days after the assignment. It is important to note that if payment is not received within the maximum 21 days then the Glendale Police Department will not authorize further staffing until payment is received in full.**

For businesses or events where the sale of intoxicating beverages is being consumed:

- The "Off Duty Coordinator" (ODC) will determine the number of officers, who will work at these locations, but in any event a minimum of two officers will be scheduled.
- Officers will be assigned primarily to the outside of the business to a perimeter position with their primary purpose being the preservation of the peace; however, officers may respond inside when police action is required, after which they will return to their perimeter position.
- If the business is serving alcohol outdoors, officers will only work outside of the serving area.
- Officers will not check forms of personal identification for the purpose of liquor law compliance, but may check identification as part of a police investigation.
- Officers observing liquor violations by employees of the business will summon an on call supervisor to the business and brief the supervisor of the circumstances. The officer will also forward a memo to the ODC for review. The supervisor will then make a determination on the liquor violation and will assign an on duty officer to conduct an investigation and to take the appropriate enforcement action.
- **Officers will make every effort to prevent intoxicated individuals from driving a vehicle away from the premises. Should officers witness an intoxicated individual driving a vehicle from the premises they will attempt to advise radio of the vehicle description, direction of travel and driver description so that the information can be relayed to on duty officers.**

At the discretion of the Police Chief, any of the foregoing may be altered to meet the needs of the department.

A completed and approved Outside Employment Work Agreement and proper certificates of insurance for workers' compensation and general liability insurance must be current and on file with the Glendale Police Department Prior to any Outside employment work being performed.

Miscellaneous

- This agreement is subject to the provisions of A.R.S. § 38-511.
- To the extent applicable under A.R.S. § 41-4401, both parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Both parties also agree that any violation of this requirement is deemed a material breach of the contract that is subject to penalties up to and including termination of this agreement. Both parties acknowledge that the other party retains the legal right to inspect the papers of the other party's contractor and subcontractor employees that perform work pursuant to this agreement in order to verify such compliance.

[SIGNATURES ON FOLLOWING PAGE]

I have read, understand, and will comply with the above restrictions. (Please initial) TD

This agreement is binding for one year, unless otherwise agreed to, in writing.

[Signature] [Signature]
Authorized Person or Person responsible for Payment Date 10/16/15

[Signature] 6588
Glendale Police Department Outside Employment Coordinator Date 10-16-15

If you have any questions, please contact the Outside Employment Coordinator:

Contact Information:
Outside Employment Coordinator,
Sgt. C.J. Bayer,
Phone # 623-930-4032
Fax # 623-930-4164

Mailing Address
Glendale Police Department,
Attn: Sgt. C.J Bayer
6835 N. 57th Drive
Glendale, AZ 85301

Revised August 2014

ATTEST:

[Signature]

City Clerk

Approved as to form

[Signature]
City Attorney

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Wood Gutmann & Bogart		NAMED INSURED USAGM Topco, LLC Universal Protection Service, LLC 1551 No. Tustin Ave. Ste. 650 Santa Ana CA 92705	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Waiver of Subrogation Form #LEXOCC234 11-03
Auto Additional Insured Form #PI MANU 1 01 00
Auto Primary Form #PI-MANU-1 (01/00)
Auto Waiver of Subrogation Form #PI CA 001 05 10
WC Waiver of Subrogation Form #WC 00 03 13 04 84 (AOS)
WC Waiver of Subrogation Form #WC 42 03 04 B 6-14 (TX)
WC Waiver of Subrogation Form #WC 43 03 05 7-00 (UT)
WC Waiver of Subrogation Form #WC 00 03 13 4-84 (WI)
RE: Westgate City Center, 6770 N. Sunrise Blvd., Glendale AZ 85305.

Additional Insured: City of Glendale.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015

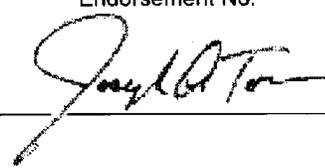
Policy No. RWR3000870

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

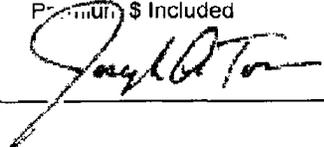
Endorsement Effective 07-01-2015
Insured Universal Services of America, LP

Policy No. RWD3000869

Endorsement No.
Premium \$ Included

XL Specialty Insurance Company
Insurance Company

Countersigned by _____



WC 43 03 05
(Ed. 7-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver
Name of person or organization
- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: Where required by written contract or agreement executed prior to loss
- 3. Premium: Included
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015
Insured Universal Services of America, LP

Policy No. RWD3000869

Endorsement No.
Premium Included

Insurance Company
XL Specialty Insurance Company

Countersigned by Joseph A. Tom

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract or agreement executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-01-2015

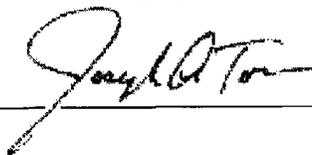
Policy No. RWD3000869

Endorsement No.

Insured Universal Services of America, LP

Insurance Company
XL Specialty Insurance Company

Countersigned by _____



ENDORSEMENT

This endorsement, effective 12:01 A.M., 09/01/2015

Forms a part of Policy No.: 059332010

Issued to: UNIVERSAL SERVICES OF AMERICA, INC.

By: LEXINGTON INSURANCE COMPANY

**LIMITED COVERAGE FOR PRODUCTS-COMPLETED OPERATIONS HAZARD
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**GUARD SECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE
SCHEDULE**

Designated Product(s):

1. WHERE REQUIRED BY WRITTEN CONTRACT
-

- I. Paragraphs 13. and 24. of **SECTION V – DEFINITIONS** are deleted in their entirety and replaced with the following and Paragraph 26. is added to **SECTION V – DEFINITIONS**:

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

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one "occurrence", and shall be deemed to occur only when such damage first commences.

24. "Your product"

- a. Means:

- (1) The Designated Product(s) shown in the Schedule of the "Limited Coverage For Products-Completed Operation Hazard Endorsement", 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.

26. "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.

II. Subparagraph j. of Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced with the following:

j. Damage To Property

"Property damage" or "professional liability" 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 7 or fewer consecutive days. However, a separate Limit of Insurance applies to Damage To Premises Rented To You as described in SECTION III.

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

Paragraph (4) of this exclusion does not apply to "property damage" or "professional liability" to personal property in the care, custody or control of the insured arising out of the insured's "wrongful act".

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

III. Subparagraph k. of Paragraph 2., Exclusions of **COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety.

IV. Subparagraphs s., t., u. and v. are added to Paragraph 2., Exclusions of COVERAGE A. BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES) as follows:

s. Damage To Your Product

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

t. 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.

u. 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.

v. 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.

V. Paragraph 2. of SECTION III is deleted in its entirety and replaced with the following:

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

- a. Damages and/or "claim expense" under Coverage A, including damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages and/or "claim expense" under Coverage B.

All other terms and conditions of the policy remain the same.

A handwritten signature in cursive script, appearing to read "Thomas W. Franklin".

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

**AGGREGATE LIMITS OF INSURANCE - PER LOCATION AMENDMENT AND
OVERALL GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

1. Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

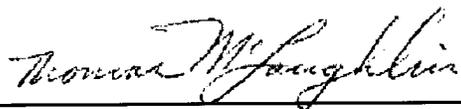
Overall General Aggregate Limit - **\$12,000,000**

2. SECTION III-LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT #001

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: USAGM TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

NAMED INSURED AMENDMENT

In consideration of the premium charged, it is understood and agreed that Item 1 of the Policy Declarations -- Named Insured -- is amended to read as follows:

USAGM TOPCO, LLC

USAGM HOLDCO, LLC

USAGM ACQUISITION, LLC

USAGM SIDECO, LLC

NORTHWEST PROTECTICE SERVICE, INC

NORTHWEST PROTECTICE SERVICE IMPRIMIS, INC

SHIELD SECURITY INC

WEXLER ENTERPRISES INC

UNIVERSAL GROUP HOLDING LLS

USA GP SUB LLC

UNIVERSAL SERVICES OF AMERICA LP

UNIVERSAL PROTECTION GP, LLC

UNIVERSAL PROTECION LP

UNIVERSAL PROTECTION SECURITY SYSTEMS LP

SFI ELECTRONICS LLC

UNIVERSAL THRICE TECHNOLOGIES LLC

UNICERAL BUILDING MAINTENANCE LLC

UNIVERSAL PROTECTION DEFENSE SERVICE GP, LLC

UNIVERSAL PROTECTION DEFENSE SERVICE LP

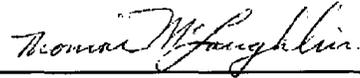
UNIVERSAL PROTECTION SERVICE LLC

UNIVERSAL PROTECTION SERVICE OF SEATTLE

TRANSIT SYSTM SECURITY, LLC

ALLEGIANCE SECURITY GROUP LLC

UNITED SECURITY LLC
GUARDSMARK, LLC
GUARDSKDMARK GP LLC
GUARDSMARK GP
GUARDSMARK INTERNATIONAL, LLC
PEOPLEMARK, INC
GUARDSMARK (PUERTO RICO) LLC
GUARDSMARK (BEIJING) CONSULTING CO, LTD
GUARDSMARK (FRANCE) SAS
GUARDSMARK (CANADA) CO .
GUARDSMARK PTE LTD
GUARDSMARK (BEIJING) CONSULTING CO. LTD. (PRC)
GUARDSMARK (UK) LIMITED (ENGLAND)



Authorized Representative OR Countersignature
(In states where applicable)

NAMEINSD (Ed. 02/94)
LX6184

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Primary & Non-Contributory

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

All other terms and conditions of the Policy remain unchanged.

a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

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

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

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

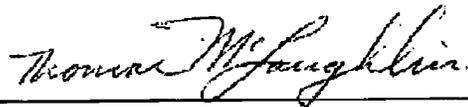
Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (in states where applicable)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED

BLANKET ADDITIONAL INSURED

Section II - Liability Coverage - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured," subject to the following additional provisions:

(1) The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damages" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit."

(6) The coverage provided will not exceed the lesser of:

- (a) The coverage and/or limits of this policy; or
- (b) The coverage and/or limits required by the "insured contract."

(7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

All other terms and conditions of this Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM 09/01/2015

Forms a part of policy no.: 059332010

Issued to: UNIVERSAL GROUP HOLDINGS, LLC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

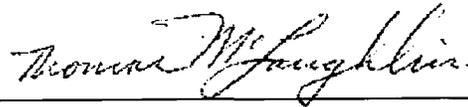
This endorsement modifies insurance provided under the following:

GUARDSECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

- A. **Section II – Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the “bodily injury”, “property damage”, “personal and advertising injury” or “wrongful act”.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
 1. It only applies to **COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES)** and/or an offense defined in subparagraphs a., b. or c. of definition 14. “Personal and advertising injury” of **SECTION V – DEFINITIONS** in **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY (SECTION I – COVERAGES)**.
 2. Subparagraph e. of paragraph 2. Exclusions of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY (SECTION I – COVERAGES)** shall not apply with respect to “personal and advertising injury” as described in 1. above.
 3. The person or organization is an additional insured only with respect to liability arising out of “your work” or your “professional services”..
 4. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 5. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or “professional liability” arising out of:
 - a. “Your work” or your “professional services” unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or

- b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
 - 6. This insurance shall be primary and non-contributory with any other insurance issued to the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (in states where applicable)