



**SPECIAL EVENT LIABILITY INSURANCE
SUMMARY OF INSURANCE**

INSURED: Participating Public Entities and their tenant users, of the Alliant Insurance Services, Inc. Special Event Liability Program

MAILING ADDRESS: c/o Alliant Insurance Service, Inc.
Special Event
PO Box 6450
Newport Beach, CA 92658

POLICY TERM: January 1, 2014 to January 1, 2015

CARRIER: Evanston Insurance Company

A.M. BEST RATING: A (Excellent); Financial Size Category XIV (\$1.50 Billion to \$2.00 Billion) *as November 13, 2012*

LIMITS:

\$ 2,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Aggregate (Food Products Only)
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage
\$ 5,000	Medical Expense

All aggregates apply separately to each event

COVERAGE: Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage includes:

- Lessees, Instructors or Event Holder as Named Insured
- “Primary & Non Contributory” wording as respects the Public Entity
- Volunteer Employee’s as Insured’s
- Entity or Venue Owner as Additional Insured
- Premises and Products/Completed Operations Liability
- Personal and Advertising Injury
- Fire Damage and Medical Payments



SPECIAL EVENT LIABILITY INSURANCE SUMMARY OF INSURANCE

- OPTIONAL COVERAGE:** (Subject to additional Premium/Conditions)
- Liquor Liability (With prior approval and payment of additional premium)
 - Athletic Participants included with underwriter's approval and signed waiver
 - Vendors, Exhibitors and Concessionaires (Included with payment of additional premium)
 - Increase limits to:
 - \$1,000,000 per occurrence /\$3,000,000 general aggregate, or
 - \$2,000,000 per occurrence /\$2,000,000 general aggregate
 - Property Damage
 - \$50,000 with a Deductible of \$500
 - \$100,000 with a Deductible of \$1,000

- MAJOR EXCLUSIONS:** (Including but not limited to)
- Automobile Liability
 - Aircraft / Watercraft Liability
 - Property Damage to Entity Premises
 - Property of Others in the Care, Custody and Control of the Insured
 - Workers' Compensation
 - Collapse of Tents and Concert Limitations
 - Attendance Limitation Exclusion
 - Outdoor Concerts Limitation Exclusion
 - Seating, Glass & Fixtures Exclusion
 - Pyrotechnics & Explosives Exclusion
 - Exclude Specific Performances (without prior company approval)
 - Performer and Crew (no coverage for injury to or by performer or crew)
 - Assault and Battery
 - Terrorism
 - Punitive Damages

- EXCLUDED EVENTS:**
- Circus and Carnivals including Rides
 - Mechanical Amusement Devices
 - Motorized Sporting Events
 - Tractor/Truck Pulls
 - Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
 - Rodeos and Roping Events (including practice)
 - Aircraft and Balloon Events
 - Professional Sporting Events
 - Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)



SPECIAL EVENT LIABILITY INSURANCE SUMMARY OF INSURANCE

- EXCLUDED EVENTS:
(Contd)**
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
 - Moonbounces and Trampolines
 - Veterinary Legal Liability (NO animals)
- DEDUCTIBLE:** None
- REPORTING:** Reporting Form and Certificates of Insurance to be submitted on a Quarterly basis, together with premium payment. Report must be signed and returned event if no events for that quarter (see reporting section of Manual)
- HAZARD
SCHEDULES/RATES:** See following pages in this Manual
- BROKER:** **ALLIANT INSURANCE SERVICES, INC.
NEWPORT BEACH, CA**
- Rennetta Poncy, First Vice President
Penny De Witt, AIS, Account Manger

THIS SUMMARY IS FOR INFORMATION PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations.

Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com

To learn more about companies doing business in your State, please visit your State's Department of Insurance website



EVANSTON INSURANCE COMPANY

**COMMERCIAL GENERAL
LIABILITY POLICY**

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned on the Declarations page by a duly authorized representative of this Company.

Kathleen Anne Sturgeon

Secretary

Gerald Albano Jr

President



COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NUMBER: SEP41014

RENEWAL OF POLICY: SEP41011

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Association of Alliant Insurance Client Special Events
1301 Dove St. Suite 200
Newport Beach, CA 92660

Policy Period: From 01/01/2014 to 01/01/2015 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Special Events

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 3 columns: Coverage Part, Amount, and Premium. Includes rows for Commercial General Liability Coverage Part, TOTAL PREMIUMS, TAXES AND FEES, and a final TOTAL row.

Audit Period: Non-Auditable Unless Indicated by (X)

Annual Semi-Annual Quarterly Monthly Other Policy Expiration

Producer Number, Name and Mailing Address

50400
Apex Insurance Agency, Inc.
201 Concourse Blvd.
Glen Allen, VA 23059

ENDORSEMENTS

Form(s) and Endorsements(s) made a part of this policy at time of issue*:

CL150-1185, IC03120103-SEP, IG 00 80 07 09, JDL190(11-85) E/E

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Coverage Part Coverage Form(S) and Forms and Endorsements, if any issued to form a part thereof, complete the above numbered policy.

Countersigned:

SL 10/30/13

Date

By:



AUTHORIZED REPRESENTATIVE

FTZCODE:



EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: SEP41011

RENEWAL OF POLICY: 12SEP1000001

LIMITS OF INSURANCE		
General Aggregate Limit (Other Than Products - Completed Operations)	_____	\$ 2,000,000
Products - Completed Operations Aggregate Limit	_____	\$ 1,000,000
Personal and Advertising Injury Limit	_____	\$ 1,000,000
Each Occurrence Limit	_____	\$ 1,000,000
Fire Damage Limit	_____	\$ 100,000 Any One Fire
Medical Payments	_____	\$ 5,000 Any One Person

FORM OF BUSINESS AND LOCATION OF PREMISES					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Trust	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Other Organization:				
Location of Premises You Own, Rent, or Occupy:					
1301 Dove St., Suite 200, Newport Beach, CA 92660					

PREMIUM						
Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Exhibitions – outside – in stadiums or on premises having grandstands or bleachers not erected by or for the insured – ushers or other attendants in stands not provided by the insured	43421	\$0		FLAT		\$0
Total Advance Premium: \$ 0						

ENDORSEMENTS
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: IC02700308, IC03110103-SEP, IC03170103-SEP, IC03180103-SEP, IC03190107-SEP, IC03200103-SEP, IC03210103-SEP, IC03220109-SEP, IC03230103-SEP, IC03240103-SEP, IC03260109-SEP, IC03270103-SEP, IC03280103-SEP, IC03290103-SEP, IC03300103-SEP, IC03310103-SEP, IC03320103-SEP, IL 12 01 11 85, MEIL 1200-CA 01 10

THESE DECLARATIONS ARE PART OF THE POLICY CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**EVANSTON INSURANCE COMPANY****FORMS SCHEDULE**

Form Number	Form Name
CL150-1185	General Liability Coverage Part
EVGLCOV0609	Evanston General Liability Policy Jacket
IC02700308	Certified Acts of Terrorism Exclusion
IC03110103-SEP	Commercial General Liability Coverage Form
IC03120103-SEP	Common policy conditions
IC03130103	State of California Notification
IC03170103	Medical Payments
IC03180103-SEP	Aggregate Limits of Liability Endorsement
IC03190107-SEP	Named Insured
IC03200103-SEP	Product-Specified or Designated Endorsement
IC03210103-SEP	Additional Insured – Managers or Lessors of Prem
IC03220109-SEP	Liquor Liability Endorsement
IC03230103-SEP	Aircraft Exclusion
IC03240103-SEP	Additional Insured Blanket Form
IC03260109-SEP	Exclusion – All Hazards in Connection w/Des Ops
IC03270103-SEP	Cancellation by Us – Amended
IC03280103-SEP	Exclusions, Limitations and Amendments Concepts
IC03290103-SEP	Injury to Participants Endorsement
IC03300103-SEP	Premium Payment
IC03310103-SEP	Primary Insurance Clause
IC03320103-SEP	Who Is an Insured – Section II
IC03670111- CASEP	Association of Alliant SEP Tenant User Program
IC03730111- CASEP	Association of Alliant SEP Tenant User Event Rates
IG00800709	Policy Forms Listing
IL 12 01 1185 E	General Change Endorsement (Higher Limits Option)
JDL190 (11-85) E	Common Policy Declaration
MEIL 1200-CA 01 10	Service of Suit California



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Service of Suit - California

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Todd Croutch, Fonda and Fraser, LLP, 100 West Broadway, Suite 650, Glendale, CA 91210-1201 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as to whom the said officer is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

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CERTIFIED ACTS OF TERRORISM EXCLUSION

In consideration of the premium paid, it is hereby agreed that this policy does not apply to any claim or portion thereof based upon, arising out of, or in any way involving any Certified Act of Terrorism.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act and any amendments thereof. The Federal Terrorism Risk Insurance Act sets forth the following criteria for a Certified Act of Terrorism:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

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 LIMITS OF INSURANCE (SECTION III); 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.

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"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. 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".

2. Exclusions.

This insurance does not apply to:

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

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract 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 purpose 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 civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- c. "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 persons;
 - (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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (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. (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;
 - (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 any insured or any person or organization for whom you may be legally responsible; or
 - (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;
 - (l) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

- (II) 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.

Subparagraphs (a) and (d) (I) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost of expense arising out of any:
 - (a) Request, demand or order 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.

Pollutants means 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.

- g. "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 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 26 feet long; and
 - (b) Not being used to carry persons or property 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 "insurance contract" for the ownership, maintenance or use of aircraft or watercraft; or
 - (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).
- h. "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 or preparation for, a prearranged racing, speed or demolition contest or any stunting activity.
 - i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contractor or agreement.
 - j. "Property Damage" to:
 - (1) Property you own, rent or occupy;
 - (2) Premises you sell, give away or abandon, if the "property damage" arising 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" arising 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 (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".

- k. "Property damage" to "your product" arising out of it or any part of it.
- l. "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. "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. 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 an person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- o. "Bodily injury" or "property damage" arising out of, resulting from, caused or contributed by:
 - (1) asbestos or exposure to asbestos; or
 - (2) The costs of abatement, mitigation, removal or disposal of asbestos.

This exclusion also included:

- (a) Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the above; and
 - (b) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- p. "Bodily injury" arising out of any:
 - (1) Refusal to employ;
 - (2) Termination of employment;

- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

q. (1) "bodily injury" or "property damage":

- (a) With respect to which an insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
- (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (I) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (II) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

(2) "Bodily Injury" or "Property Damage" resulting from the "hazardous properties" of "nuclear material", if:

- (a) The "nuclear material" (I) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
- (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion, the following definitions apply:

- (a) "Hazardous properties" include radioactive, toxic or explosive properties;
- (b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (c) "Source material", "special nuclear materials" and "by-product materials" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) "Spent fuel" means any fuel element of fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (e) "Waste" means any waste material (i) containing "by-product" material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (ii) resulting from the operation by any person or organization of any "nuclear facility" including under the first two paragraphs of the definition of "nuclear facility".
- (f) "Nuclear facility" means:
 - (i) Any "nuclear reactors";
 - (ii) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
 - (iii) Any equipment or device used for the proceeding, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all or used for the storage or disposal of "waste";
- (g) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (h) "Property damage" includes all form of radioactive contamination of property.

Exclusion c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insurance Agreement.

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "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 injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle claim or "suit" that may result. But;
 - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payments of judgment or settlements under Coverage A or B.

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:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

But only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

(a) "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
- (4) 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 agreement.
- (5) (a) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
 - (i) 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;

- (ii) At or from any premises, site or location which or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (iii) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (iv) 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;
 - a. If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - aa. 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.

Subparagraphs (i) and (iv)a. do not apply to "personal injury" or "advertising injury" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

- (I) Request, demand or order 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
- (II) 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.

Pollutants means 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.

(6) (a) Arising out of, resulting from, caused or contributed by asbestos or exposure to asbestos; or

(b) The cost of abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes:

(a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(b) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

c. "Personal injury"

(1) To an employee of the insured arising out of and in the course of employment by the insured; or

(2) Arising out of any:

(a) Refusal to employ;

(b) Termination of employment;

(c) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omission, or

(d) Consequential "personal injury" as a result of (a) through (c) above.

Exclusion c.(1) and (2) apply whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

1. All expenses we incur.
2. Up to \$250 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.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limits of insurance. We do not have to furnish these bonds.
4. 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 \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on the 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.
7. All interest on the full amount of any judgment that accrues after entry of the judgment that is within the applicable limit of insurance.

The payments will not reduce the limits of insurance.

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. An organization other than partnership or joint venture, 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.
2. Each of the following is also an insured:
 - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
 - (1) "Bodily injury" or "Personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of injury; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 - b. Any person (other than your employee), or any organization while acting as your real estate manager.

- c. 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. 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.
3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway 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 equipment, 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 driving the equipment; 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.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, 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 90th 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 injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

- 1. 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 “suit” brought; or
 - c. Persons or organization making claims or bringing “suits”.
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - b. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”.
- 4. 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 injury” and all “advertising injury” sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A because of all “bodily injury” or “property damage” arising out of any one “occurrence”.

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

The limits 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

We have no duty to provide coverage under this Coverage Part unless you and any other involved insured have fully complied with the Conditional contained in this Coverage Part.

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, Claims or Suit.

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

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

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

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

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 obtained after an actual trial; 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 Coverage A or B of the Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, 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) That is Fire Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage 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 Declaration 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 been 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.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Policy Declarations.

- 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.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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.

If the insured has rights to recover all or part of any payment 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.

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.

10. Deductible Liability.

Our obligation under Coverage A and Coverage B to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Commercial General Liability Coverage Part Declarations as applicable to such coverages, and the limits of insurance applicable to "each occurrence" for such coverages will be reduced by the amount of such deductible. "Aggregate" limits for such coverages shall not be reduced by the application of such deductible amount.

The deductible amounts stated in the Commercial General Liability Coverage Part Declaration apply as follows:

- a. PER CLAIM BASIS – if the deductible is on a "per claim" basis, the deductible amount applies under Coverage A and Coverage B to all damages because of the "bodily injury", "property damage", "personal injury" and "advertising injury" sustained by one person or organization as the result of any one "occurrence".
- b. PER OCCURRENCE BASIS – if the deductible is on a "per occurrence" basis, the deductible amount applies under Coverage A and Coverage B to all damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of an "occurrence", claim, or "suit";Apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- e. The deductible amount shall also include all expenses we incur, including allocated expenses and legal expenses, in the investigation, negotiation, settlement and defense of any claim or "suit" seeking damages.

SECTION V – DEFINITIONS

1. “Advertising injury” means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - b. Oral or written publication of material that violates a person’s right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads. Including any attached machinery or equipment. But “auto” does not include “mobile equipment”.
3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. “Coverage territory” means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada.
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) 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; and
 - (2) The insured’s responsibility to pay damages is determined is a “suit” on the merits, in the territory described in a. above or in a settlement we agree to.
5. “Impaired property” means tangible property, other than “your product” or “your work” that cannot be used or is less useful because:
 - a. 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:

 - a. The repair, replacement, adjustment or removal of “your product” or “your work”; or
 - b. Your fulfilling the terms of the contract or agreement.
6. “Insured contract” means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except 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 that tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization 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;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (1) Preparing, approving or failing to prepare or approve maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instruction, or failing to give them, if that is the primary cause of the injury or damage;
- c. 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 b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

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

- a. After its 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".

8. "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 clearing, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles 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;
 - (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.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "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 occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Product-completed operations hazard" includes all "bodily injury" or "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.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) 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.
- d. This hazard 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 created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes product or completed operations.
12. "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 shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or 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.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

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

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

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

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rat. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations;

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

We are required by the State of California to inform you of the following:

1. The insurance policy that you have purchased is being issued by an insurance company that is not licensed by the state of California. These companies are called “non-admitted” or “surplus lines” insurers.
2. The insurance company is not subject to the financial solvency regulation and enforcement which applies to California licensed companies.
3. The insurance company does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurance company becomes insolvent and is unable to make payments as promised.
4. For additional information about the insurance company you should ask questions of your insurance agent, broker, or “surplus lines” broker or you may contact the California department of insurance.

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

MEDICAL PAYMENTS

Medical Expense Limit \$5,000 Any One Person

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 one year 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 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. To any insured
- B. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- C. To a person injured on that part of premises you own or rent that the person normally occupies.
- D. 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. To a person injured while taking part in athletics.
- F. Included within the “Products-Completed Operations Hazard”.
- G. Excluded under Coverage A.
- H. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AGGREGATE LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby understood and agreed that the aggregate limits of liability will apply separately to each contracted total period of use by the tenant or instructor of the rented facility.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NAMED INSURED

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Various tenants, lessees, permittees, users, instructors, owners and/or special event holders of the facilities owned or operated by member organizations of the special event liability program, as added by bordereaux.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRODUCT-SPECIFIED OR DESIGNATED ENDORSEMENT

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance applies only to "bodily injury", "property damage", arising out of "your products" shown in the schedule:

SCHEDULE

Food Products

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is an Insured (Section II) is amended to include as an Additional Insured the person or organization shown in the schedule below but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own or lease.

SCHEDULE

Member organizations of the special event liability program including the directors, officers, employees and agents of the member organizations.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY ENDORSEMENT

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed if liquor, beer or wine is available for consumption, whether sold or not, during any event declared to this policy, then Exclusion 2.c. will be deleted.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AIRCRAFT EXCLUSION

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that in Section I Exclusions, Part G. (4) is deleted.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED BLANKET FORM

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is an Insured (Section II) is amended to include as an Additional Insured the person or organization shown in the schedule below but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own or lease.

SCHEDULE

Vendors, concessionaires and exhibitors of covered events per schedule on file with company

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED OPERATIONS OR PREMISES

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION OF SPECIFIC OPERATIONS:

This insurance does not apply to “bodily injury” or “property damage” arising out of any operations connected with the following operations or premises, unless separately and specifically endorsed hereon:

DESCRIPTION OF OPERATIONS OR PREMISES

- 1) Circus and Carnivals Rides
- 2) Mechanical Amusement Devices
- 3) Motorized Sporting Events
- 4) Tractor/Truck Pulls
- 5) Boxing, Wrestling, Hockey and Contact Karate Events (Including Practice)
- 6) Rodeos and Roping Events (Including Practice)
- 7) Aircraft and Balloon Events
- 8) Professional Sporting Activities
- 9) Pyrotechnical Uses/Fireworks Shows (does not apply to spectators)
- 10) Rap and/or Heavy Metal, Alternative, Hip Hop Concerts
- 11) Veterinary Legal Liability (NO Animals)
- 12) Moonbounces & Trampolines
- 13) Performer and Crew (no coverage for injury to/or by a performer or crew)

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CANCELLATION BY US – AMENDED

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. of CANCELLATION (Common Policy Conditions) is amended to include the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - A. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - B. Sixty (60) days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSIONS, LIMITATIONS AND AMENDMENTS CONCERTS

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. ATTENDANCE LIMITATION EXCLUSION

All concerts, in which the estimated attendance or capacity of the premises is more than 5,000 persons, are excluded from this policy unless specifically declared and endorsed hereon prior to the commencement of performance.

2. OUTDOOR CONCERTS LIMITATION EXCLUSION

All outdoor concerts are excluded from this policy unless specifically declared and endorsed hereon. Any outdoor concerts added to this policy must end 90 minutes prior to the national weather sundown time, unless permanent lighting over the spectators and all parking areas is provided; otherwise such concerts are excluded hereunder.

3. COLLAPSE EXCLUSION

This policy does not apply to any liability for bodily injury and/or property damage arising out of the collapse of a tent used as a concert or performance facility.

4. SEATING, GLASS & FIXTURES EXCLUSION

This policy excludes any and all liability for damage to, destruction of or loss of use of seating, chairs and benches (whether permanent or temporary), bathroom fixtures, glass windows, glass doors and structural glass.

5. EXCLUDED PERFORMANCES

The following performances are excluded from coverage hereunder unless specifically declared in advance of commencement, accepted by the company and endorsed hereon:

- A. Concert performances exceeding six hours in duration (not including set-up and take-down).
- B. Outdoor concerts without fixed seating.
- C. Use of security services (other than duly authorized and certified officers of a governmental agency) which are armed in any manner unless separate specific coverages in force on such security service and a certificate of insurance is obtained in advance naming you thereon as a Additional Insured with minimum limits of \$500,000. Combined single limit.

6. PYROTECHNICS & EXPLOSIVES – EXCLUSION

This policy specifically excludes any and all coverages for bodily injury and/or property damage directly or indirectly caused by, arising out of or resulting from the use of any explosives, fireworks, or pyrotechnic devices, except flash boxes, unless specifically endorsed hereon. (A flash box is a device that is used in shows to create a visual effect along with an explosive noise. It is included electrically in a cylinder with no projectile, wadding or wrapping.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

INJURY TO PARTICIPANTS ENDORSEMENT

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby agreed that this insurance does not apply to bodily injury, to any person while rehearsing or practicing for, participating in, or traveling to or from any organized sport or athletic contest/event that you conduct, produce, promote or sponsor.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage, or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

This exclusion does not apply to bodily injury to any person while participating in any recreational classes in which a signed waiver is obtained, or if prior company approval is obtained.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PREMIUM PAYMENT

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Advance Premium shown on the COMMON POLICY DECLARATIONS is due and payable as follows:

Premium Payment to be Reflected on a Quarterly Bordereau

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY INSURANCE CLAUSE

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that such insurance as is afforded by this policy as respects the public entity as Additional or Named Insured shall be Primary Insurance and any insurance maintained by the public entity shall be excess and non-contributory.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WHO IS AN INSURED – SECTION II

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Coverage Part(s) indicated above are amended as follows:

Who Is An Insured – Section II is amended to include volunteer employee's as an insured excluding injuries to volunteer's.

All other terms and conditions remain unchanged.

TENANT/USER PROGRAM HAZARD SCHEDULE (Continued)

(A “Tenant/User Event” is an event that is held or sponsored by companies, Organizations or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
AEROBIC & JAZZERCISE CLASSES		X			
ANIMAL ACTS / SHOWS			X		
ANIMAL TRAINING		X			
ANTIQUA SHOWS	X				
ART FESTIVALS / SHOWS	X				
AUCTIONS	X				
AUTO SHOWS (No Auto Coverage)	X				
AWARDS PRESENTATIONS	X				
BALLETS	X				
BANQUETS	X				
BAZAARS	X				
BEAUTY PAGEANTS	X				
BICYCLE RALLIES			X		X
BINGO GAMES	X				
BLOCK PARTIES / STREET CLOSURES (Excludes Bleachers)		X		X	
BOAT SHOWS	X				
BODY BUILDING CONTESTS	X				
BUSINESS MEETINGS / SHOWS	X				
CARNIVALS (NO Rides)			X	X	
CASINO & LOUNGE SHOWS (No Performer or Crew Coverage)			X		
CHAMBER OF COMMERCE EVENTS	X				
CHRISTMAS TREE LOTS / FARMS (No cut your own)		X			
CHARITY BENEFITS (Including Auctions / Sales)	X				
CINEMAS	X				
CIVIC CLUB MEETINGS	X				
COMEDY SHOWS (No Performer or Crew Coverage)			X		
CONCERTS (NO Hip/Hop, Rap, Heavy Metal)					
Classical Music	X				X
Indoors under 1,500	X				X
Symphony	X				X
Outdoors under 1,500		X			X
Rock under 5,000			X	X	X
Alternative under 1,500			X	X	X
CONSUMER SHOWS	X				
CONVENTIONS (Inside)	X				
CORPORATE EVENTS		X			
COUNTRY WESTERN EVENTS (NO Equine)			X		X
CRAFT SHOWS	X				

- Declination of Events could be due to the attendance size or level of performers
- Athletic Participant’s coverage requires prior company approval and signed waiver(s)
- Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

**TENANT/USER PROGRAM
HAZARD SCHEDULE (Continued)**

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
DANCE SHOWS (includes Rehearsals & Dancers)	X				
DANCES		X			
DEBUTANTE BALLS	X				
DEBUTS		X			
DINNER THEATERS (No Performer or Crew Coverage)	X				X
DOG SHOWS		X			
DRILL TEAM EXHIBITIONS / COMPETITIONS	X				
EDUCATIONAL EXHIBITIONS	X				
ELECTRONICS CONVENTIONS	X				
EVANGELISTIC MEETINGS (Revivals, etc)		X			
EXHIBITIONS / EXHIBITS (Inside)	X				
EXHIBITIONS / EXHIBITS (Outside)		X			
EXPOSITIONS (Inside)	X				
EXPOSITIONS (Outside)		X			
FASHION SHOWS	X				
FILM PRODUCTIONS			X	X	
FISHING EVENTS (Inside)	X				
FISHING EVENTS (Outside)		X			
FLOWER SHOWS	X				
FOOD CONCESSIONS		X			
GARDEN SHOWS	X				
GRAD NIGHT (University Only – NO High School)		X			
GRADUATION CEREMONY	X				
GYMNASTIC COMPETITIONS (No Participant Coverage)	X				X
HARVEST FESTIVALS	X				
HAUNTED HOUSES		X		X	
HEADS OF STATE EVENTS			X		
HOME / HOUSING SHOWS	X				
HORSE SHOWS		X			X
HOTEL SHOWS		X			
ICE SKATING SHOWS	X				X
INSTRUCTIONAL CLASSES (non-mechanical)	X				
JAM & JAZZ SESSIONS		X			
JOB FAIRS		X			
KIDDIELANDS (NO Rides)			X		

- Declination of Events could be due to the attendance size or level of performers
- Athletic Participant’s coverage requires prior company approval and signed waiver(s)
- Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

**TENANT/USER PROGRAM
HAZARD SCHEDULE (Continued)**

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
LADIES CLUB EVENTS	X				
LECTURES	X				
LIVE ENTERTAINMENT (No Performer or Crew Coverage)			X		X
LIVESTOCK SHOWS			X		
LUNCHEONS	X				
MARATHONS		X			
MARTIAL ARTS EVENTS (Non-Contact) No Participant Coverage w/o Company Approval			X		X
MEETING (Inside)	X				
MEETING (Outside)		X			
MOBILE HOME SHOWS	X				
MOTION PICTURE THEATERS	X				
MUSICALS (NO Rock)	X			X	
NIGHT CLUB SHOWS (No Performer or Crew Coverage)			X		
OPERAS / OPERETTAS (No Performer or Crew Coverage)	X				
ORGANIZED SIGHTSEEING TOURS (No Auto Coverage)	X				
OVERNIGHT CAMPING	X				
PAGEANTS	X				
PARADES		X		X	
PARTIES / CELEBRATIONS – No Liquor	X				
PARTIES / CELEBRATIONS – With Liquor		X			
PETTING ZOOS (NO FEEDING- SURCHARGE MAY APPLY TO EXOTIC ANIMALS)			X		
PICNIC GROUNDS					
Without Pools or Lakes	X				
With Pools or Lakes OVER 150 feet from Water (Excludes Swimming & Diving)		X			
With Pools or Lakes LESS THAN 150 feet from Water (Excludes Swimming & Diving)			X		
PLAYS (No Performer or Crew Coverage)	X				X
POLITICAL RALLIES		X		X	
PROMOTERS (Subject to Special Rating)			X	X	
PROMS	X				
PUMPKIN PATCHES / CORN MAZES	X				

- Declination of Events could be due to the attendance size or level of performers
- Athletic Participant’s coverage requires prior company approval and signed waiver(s)
- Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details

**TENANT/USER PROGRAM
HAZARD SCHEDULE (Continued)**

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT / USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participant Coverage
RECITALS (MUSIC, DANCE, PIANO)	X				
RECREATIONAL EVENTS			X		
RELIGIOUS ASSEMBLIES (Church Services, Bible Study, etc) DURATION OF TIME ONLY 6 WEEKS	X				
REUNIONS		X			
RUMMAGE SALES		X			
RV SHOWS	X				
SCHOOL BANDS EXHIBITIONS / COMPETITIONS		X			
SCOUTING JAMBOREES	X				
SEANCES		X			
SEMINARS	X				
SIDEWALK SALES		X			
SKATING PARTY			X		X
SKI EVENTS / DEMOS			X		X
SPEAKING ENGAGEMENTS	X				
SOAP BOX DERBIES		X			
SOCIAL GATHERINGS (Indoors)	X				
SOCIAL GATHERINGS (Outdoors)		X			
SPORTING EVENTS					
Non-Professional (Indoors)					X
BASEBALL			X		X
BASKETBALL			X		X
SOFTBALL			X		X
SOCCER			X		X
TENNIS / HANDBALL / RACKETBALL COURTS			X		X
STATE & COUNTY FAIRS		X		X	
STREET FAIRS		X		X	
SWIMMING EVENTS (AGE INFORMATION REQUIRED) LIFEGUARD RATIO FOR AGES 0-12 MUST BE 1 TO 4 AND AGES 12 & UP 1 TO 6			X		
TELECONFERENCES	X				
TELETHONS	X				
THEATRICAL ROAD SHOWS (No Performer or Crew Coverage)			X		X
THEATRICAL STAGE PERFORMANCES (No Performer or Crew Coverage)	X				X
TRADE SHOWS (Inside)	X				
TRADE SHOWS (Outside)		X			

- **Declination of Events could be due to the attendance size or level of performers**
- **Athletic Participant’s coverage requires prior company approval and signed waiver(s)**
- **Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for detail**

**TENANT/USER PROGRAM
HAZARD SCHEDULE (Continued)**

(A “Tenant/User Event” is an event that is held or sponsored by companies, organizations, or individuals that have been permitted to use your premises)

TENANT/USER EVENT	HAZ I	HAZ II	HAZ III	U/W* Approval Required	NO Participan Coverage
UNION MEETINGS			X		
VACATION SHOWS	X				
VOTER REGISTRATIONS		X			
WEDDINGS & RECEPTIONS	X				
WEDDING PHOTOGRAPHERS	X				
ZOOS (ACTUAL FACILITY)			X		

- **Declination of Events could be due to the attendance size or level of performers**
- **Athletic Participant’s coverage requires prior company approval and signed waiver(s)**
- **Liquor Legal Liability for Hazard Group II must be submitted for Underwriter Approval. See Page 16 for details**

TENANT USER EVENT PREMIUMS

January 1, 2014 to January 1, 2015

PREMIUMS:

NOTE: Increase limits are available please see upcharge chart on page 14

HAZARD I		Including Accident Medical Premium (see benefit info page)			
ATTENDANCE	PREMIUM	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00
1-100	\$ 81.00	\$ 96.00	\$ 105.00	\$ 114.15	\$ 126.00
101-500	\$ 113.00	\$ 135.50	\$ 149.00	\$ 162.75	\$ 180.50
501-1500	\$ 169.00	\$ 199.00	\$ 217.00	\$ 235.30	\$ 259.00
1501-3000	\$ 219.00	\$ 258.00	\$ 281.50	\$ 305.20	\$ 336.00
3001-5000	\$ 332.00	\$ 392.00	\$ 428.00	\$ 464.60	\$ 512.00
5000 +	To Be Determined	To Be Determined	To Be Determined	To Be Determined	To Be Determined

HAZARD II		Including Accident Medical Premium (see benefit info page)			
ATTENDANCE	PREMIUM	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00
1-100	\$ 119.00	\$ 156.50	\$ 179.00	\$ 201.90	\$ 231.50
101-500	\$ 207.00	\$ 263.25	\$ 297.00	\$ 331.30	\$ 375.75
501-1500	\$ 245.00	\$ 320.00	\$ 365.00	\$ 410.75	\$ 470.00
1501-3000	\$ 408.00	\$ 505.50	\$ 564.00	\$ 623.50	\$ 700.50
3001-5000	\$ 521.00	\$ 671.00	\$ 761.00	\$ 852.50	\$ 971.00
5000 +	To Be Determined	To Be Determined	To Be Determined	To Be Determined	To Be Determined

HAZARD III		Including Accident Medical Premium (see benefit info page)			
ATTENDANCE	PREMIUM	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00
1-100	\$ 189.00	\$ 273.50	\$ 324.25	\$ 375.75	\$ 442.50
101-500	\$ 332.00	\$ 458.50	\$ 534.50	\$ 611.55	\$ 711.50
501-1500	\$ 439.00	\$ 607.75	\$ 709.00	\$ 811.95	\$ 945.25
1501-3000	\$ 690.00	\$ 909.25	\$ 1041.25	\$ 1175.10	\$ 1348.50
3001-5000	\$ 847.00	\$ 1184.50	\$ 1387.00	\$ 1592.90	\$ 1859.50
5000 +	To Be Determined	To Be Determined	To Be Determined	To Be Determined	To Be Determined

PREMIUMS ARE ONLY VALID FROM 1/1/14 TO 1/1/15

PREMIUMS INCLUDE ALL TAXES & FEES

PREMIUMS ARE APPLICABLE PER TOTAL ATTENDANCE.

Accident Medical Premiums Exclude Sports / Athletic Participants & Performers

(Please Contact Alliant for Special Rating, if Available)

TENANT USER EVENT PREMIUMS

January 1, 2014 to January 1, 2015

FOR MULTIPLE DAYS:

- Total the attendance for all days of the event. Refer to premiums schedule and charge the premium corresponding to the **total attendance**. **Events lasting over five days require underwriting approval**. Please submit information to Alliant Insurance Services, Inc.
- **Alcoholic Beverage premiums are to be separately calculated for each day**. Liquor Legal Liability is included in the policy by separate endorsement
- **Liquor Legal Liability for Hazard Groups II and III require underwriter approval. See Page 15 for details**
- Multiple Day Events: List the Event days that are used exclusively for “setting up” or “taking down” on the Quarterly Report as a "set up" or "take down" day. These are considered insured days on the coverage certificate

AFTER MIDNIGHT EVENTS:

- If the event extends beyond Midnight and ends before 2:00 AM the event is considered one day
- If an event **With Liquor** extends beyond Midnight and ends before 2:00 AM (excluding take down days) you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$200.00 x 15% = \$230.00)
- **If the event goes beyond 2:00 AM, an additional day will to be charged for the event and liquor**
- **Increase Limits Table**

\$1,000,000 per occurrence / \$3,000,000 general aggregate	\$2,000,000 per occurrence / \$2,000,000 general aggregate
11% of total event premium	19% of total event premium

Example: Total event premium is \$220.93 increase limits requested is \$1,000,000 per occurrence and \$3,000,000 general aggregate. $220.93 \times 1.11 = \$245.23$

Example: Total event premium is \$220.93 increase limits requested is \$2,000,000 per occurrence and \$2,000,000 general aggregate. $220.93 \times 1.19 = \$262.91$

- **Property Damage**

Amount	Deductible	Premium
\$50,000	\$500	\$50.00
\$100,000	\$1,000	\$100.00

TENANT USER EVENT PREMIUMS

January 1, 2014 to January 1, 2015

EXHIBITORS AND CONCESSIONAIRE PREMIUMS:

Exhibitors - No Sales	\$29.00	Per Day/Per Exhibitor
Concessionaires - Non Food Sales	\$39.00	Per Day/Per Concessionaire
Concessionaires - Food Sales	\$49.00	Per Day/Per Concessionaire

Premiums Include All Taxes & Fees

Exhibitors and Concessionaires coverage is only available in conjunction with a scheduled event.

LIQUOR LEGAL LIABILITY PREMIUMS:

HAZARD GROUP I ONLY:

Alcoholic beverages **serv**ed charge **\$60.00 premium for each day** of the event.

HAZARD GROUPS II AND III:

Require prior company approval. The premiums below are for quote purposes only

1-150	\$121
151-300	\$146
301-500	\$194
500 +	To Be Determined

Premium include all taxes and fees

Accident Medical Liquor Rate is 20% of Premium subject to a \$25 Minimum Premium

Liquor Legal Liability coverage is only available in conjunction with a scheduled event

LIQUOR CHARGES AFTER MIDNIGHT EVENTS:

- If an event **With Liquor** extends beyond Midnight and ends before 2:00 AM (excluding take down days) you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$194.00 x 15% = \$29.10)
- **If the event goes beyond 2:00 AM an additional day will to be charged for the event and liquor**

TENANT USER EVENT PREMIUMS

January 1, 2013 to January 1, 2014

EXAMPLES: SAMPLE EVENT PREMIUM CALCULATION

ONE DAY EVENT RATING:

Weddings with 250 People: Refer to Hazard Schedule I "Weddings & Receptions"	Attendance Category: 101-500	Total Premium: \$113.00
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MULTIPLE DAY EVENT RATING (Events of two or more **consecutive** days):

5 Day Dog Show with 100 People each day – Total Attendance 500: Refer to Hazard Schedule II "Dog Shows"	Attendance Category: 101-500	Total Premium: \$207.00
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TWO DAY EVENT WITH LIQUOR:

2 Day Celebration with Liquor with 200 people each day – Total Attendance 400: Refer to Hazard Schedule II "Parties / Celebrations With Liquor" 1 Day set up and 1 day Tear down with 25 people each day – New Total Attendance 450	Attendance Category: 101-500	Total Premium: \$207.00
Liquor Premium applies for each day of the event and requires approval – Attendance each day 200 (\$150 x 2 = \$300). Liquor Premium: \$300	Liquor Haz Group II 151-300	NEW Total Premium: \$507.00

AFTER MIDNIGHT WITH LIQUOR:

If the last day of the actual event, excluding take down days, goes beyond "Midnight" but ends before 2:00AM you can check the appropriate box on the certificate and add a 15% surcharge to the Liquor premium (Example: \$300.00 x 15% = \$345.00) **If the event goes beyond 2:00 AM a third day needs to be charged for the event.**

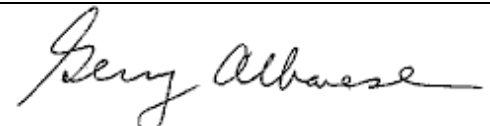
2 Day Celebration with Liquor – Extends beyond 2:00 AM. Event is now 3 days with 150 people each day – Total Attendance 450: Refer to Hazard Schedule II "Parties / Celebrations With Liquor" 1 Day set up and 1 day Tear down with 10 people each day – New Total Attendance 470	Attendance Category: 101-500	Total Premium: \$245.00
Liquor Premium applies for each day of the event and requires approval – Attendance each day 150 (\$125 x 3 = \$375). Liquor Premium: \$375	Liquor Haz Group II 1-150	NEW Total Premium: \$620.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **A**

POLICY NUMBER SEP41014	POLICY CHANGES EFFECTIVE 01/01/2013	COMPANY Evanston Insurance Copmany						
NAMED INSURED Association of Alliant Insurance Client Special Events		AUTHORIZED REPRESENTATIVE						
COVERAGE PARTS AFFECTED Commercial General Liability								
CHANGES 1. Increase Limits Table: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">\$1/3m</td> <td style="width: 33%;">\$2/2m</td> <td style="width: 33%;"></td> </tr> <tr> <td>11%</td> <td>19%</td> <td></td> </tr> </table> <p>In consideration of the additional premium charged, it is hereby understood and agreed that the increased limits of liability will apply separately to each contracted total period of use by the tenant or instructor of the rented facility, as added by bordereaux.</p> 2. Exclusion - Property Damage: Section 1, Coverage A, Part 2, Exclusion J #1, 3, and 4 are hereby deleted when the premium below is paid and a separate limit of insurance applies to this coverage as described below: \$100,000 Limit \$1,000 SIR \$100 Premium or \$50,000 Limit \$500 SIR \$50 Premium			\$1/3m	\$2/2m		11%	19%	
\$1/3m	\$2/2m							
11%	19%							



Authorized Representative Signature



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

CHANGE NUMBER: 1

POLICY NUMBER:
SEP41014

POLICY CHANGES COMPANY:
EFFECTIVE:

01/01/2014 Evanston Insurance Company

NAMED INSURED:
Association of Alliant Insurance Client Special
Events

AUTHORIZED REPRESENTATIVE

COVERAGE PART(S) AFFECTED:

The following item(s):

<input type="checkbox"/>	Insured's Name/Additional Named Insureds	<input type="checkbox"/>	Insured's Mailing Address	<input type="checkbox"/>	Policy Number
<input type="checkbox"/>	Effective/Expiration Date/Policy Period	<input type="checkbox"/>	Company	<input type="checkbox"/>	Locations/Location Description
<input type="checkbox"/>	Insured's Legal Status/Business Description	<input type="checkbox"/>	Minimum Earned Premium	<input type="checkbox"/>	Rates
<input checked="" type="checkbox"/>	Coverage Forms and Endorsements	<input type="checkbox"/>	Policy Cancel/Reinstatement	<input type="checkbox"/>	Limits/Exposures/Premium Basis
<input type="checkbox"/>	Additional Insureds, Loss Payees, Mortgagees	<input type="checkbox"/>	Buildings/Personal Property	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Aggregate Cap	<input type="checkbox"/>	Classification/Class Codes	<input type="checkbox"/>	Underlying Insurance Information
<input type="checkbox"/>	Vehicle Description (Type/Year/Make/Model/ Vehicle Identification Number/Cost New/Value)	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Other (describe below)

is (are) changed added deleted as shown below:

It is hereby understood and agreed the following mandatory forms are added to the policy
CG2187 01 07 - Conditional Exclusion of Terrorism
MPGL2001 01 14 - Notice to Policyholders Potential Restrictions of Terrorism Coverage

The above amendments result in a change in the premium as follows:

<input checked="" type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	<input type="checkbox"/>	ADDITIONAL PREMIUM \$	<input type="checkbox"/>	RETURN PREMIUM \$
<input type="checkbox"/>	NO RETURN PREMIUM – CLAIM STILL IN PROCESS	<input type="checkbox"/>	NO RETURN PREMIUM – TOTAL LOSS TO INSURED ITEM	<input type="checkbox"/>	NO RETURN PREMIUM – FULLY EARNED PROVISION APPLIES	<input type="checkbox"/>	OTHER (DESCRIBE):

All other terms and conditions remain unchanged.

Authorized Representative Signature



EVANSTON INSURANCE COMPANY

NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2014 unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007:

This policy may or may not contain a terrorism exclusion.

If a Cap On Losses From Certified Acts Of Terrorism endorsement is attached to your policy, coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act.

If an Exclusion Of Certified Acts Of Terrorism exclusion is attached to your policy, coverage for "certified acts of terrorism", which is more fully defined in the endorsement, is excluded.

If an Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism exclusion is attached to your policy, coverage for "certified acts of terrorism" (which is more fully defined in the endorsement) is excluded, but such exclusion applies only if the event qualified as a nuclear event or if the event qualified under certain circumstances as a biological or chemical event. The certified-acts coverage that remains is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act and is subject to all policy exclusions (for example, the war liability exclusion) and other policy provisions.

Regardless of which, if any, of the above referenced endorsements are attached to your policy, the absence of a terrorism exclusion does not create coverage for any loss that would otherwise be excluded under the policy, such as losses excluded by the nuclear hazard or war exclusions.

POTENTIAL CHANGE TO YOUR POLICY:

Either endorsement CG 21 87, MEGL 1621 or MEIL 1322 is attached to your policy. The provisions of these endorsements become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.); or

- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 85% of the terrorism losses paid by us above the deductible.

Endorsements CG 21 87, MEGL 1621 and MEIL 1322 treat terrorism as follows:

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
 - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
 - Fifty or more persons sustain death or serious physical injury; or
(To determine whether the threshold for property damage (\$25 million) or persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)
 - The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
 - The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
 - The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

See the definition of terrorism for purposes of the terrorism exclusion.