

Welcome to Menemsha Development Group, Inc.

Required Vendor Activation Documents

Prior to the commencement of work, Menemsha Development Group, Inc. requires all new Subcontractors to submit the following documents (blank copies to follow):

- ❖ **W-9:** *complete highlighted portions*
- ❖ **Menemsha Master Agreement:** **Fully executed copy remains on file for future projects.**
complete and Sign Page 1, Sign Page 8, Initial Pages 9 & 10
- ❖ **Certificate of Insurance:** *requirements detailed in Exhibit A*
- ❖ **Full Form Endorsement Policy Pages:** *requirements detailed in Exhibit A*
- ❖ **Non-exclusion Confirmation Form:** *to be completed by your Insurance Broker*
- ❖ **WMDVBE Certificate:** *if applicable*
- ❖ **Contractors License:** *current copy*
- ❖ **Business License:** *current copy for the job location with visible expiration date*

Please return documents via:
Upload link found under separate email from Vendor Compliance or
Return by email to vendorcompliance@menemshasolutions.com

**For each project the subcontractor is awarded, they will be released an official
"Contract Agreement for Master Agreement" (Work Order) for that specific project.**

Please note:

Menemsha utilizes an on-line subcontractor portal as a point of reference regarding contacts, payment requests, contract, documents etc. Please reference this site as a resource to assist you with these matters.
All payment requests are processed electronically through the portal.
Payments requested by other methods cannot be accepted.
Please go to: www.menemshasolutions.com

IMPORTANT - NO PAYMENTS will be released until ALL Vendor Activation documents are Compliant.

Menemsha Master Agreement

Standard Form of Agreement Between Contractor and Subcontractor

Subcontractor Name

Address

City

State

ZIP:

Mailing Address if different

Business Phone

License Number

Contact Name

Contact Email

Contact Phone

Accounting Contact Name

Accounting Contact Email

Accounting Contact Phone

Menemsha Development Group, Inc., a California Corporation (hereinafter “CONTRACTOR”) and Subcontractor listed above agree as follows:

This Master Agreement sets forth the general terms and conditions under which the parties will perform work on all future projects. A “Subcontract Agreement for Master Agreement” and/or Scope of Work Exhibit "A" , will be executed for each specific project you are awarded. A condition of each Subcontract Agreement is the Owner and Menemsha enter into a prime contract. In the event a Subcontract Agreement is signed before the award of the prime contract by Owner to Menemsha, and in the event that Owner and Menemsha fail to enter into a prime contract, that Subcontract Agreement shall be of no force or effect.

This Master Agreement is not a guarantee of future work. There is no time limitation or predetermined ending date on this agreement. This Agreement may be canceled by delivery of written notice not less than 30 days prior to the date cancellation is to become effective. In no event may any projects for which a “Subcontract Agreement” has been executed be canceled, except as provided by the provisions of the attached “Standard Form of Agreement Between Contractor and Subcontractor general conditions.”

Subcontractor Signature Required:

Standard Form of Agreement Between Contractor and Subcontractor

GENERAL TERMS AND CONDITIONS

ARTICLE 1

THE SUBCONTRACT DOCUMENTS

1.1 The Subcontract Documents consist of (1) these General Terms and Conditions, including the attached Exhibits; (2) the "Subcontract for Master Agreement" documents to be issued by Contractor to Subcontractor for each specific Project in the form attached as Exhibit A; and (3) modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes negotiations, representations or agreements, either written or oral.

1.2 The Subcontract may be amended or modified only by a written modification. The Subcontract documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

1.3 This Agreement shall apply to all projects and work of any type performed by Subcontractor on behalf of Contractor pursuant to any Subcontract for Master Agreement, purchase order, work order, invoice, oral agreement or other form of request for the performance of work.

ARTICLE 2

SUBCONTRACTOR

2.1 EXECUTION AND PROGRESS OF THE WORK

2.1.1 The Subcontractor shall supervise and direct the subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other Subcontractors or Owner's own forces.

2.1.2 The Subcontractor shall promptly submit shop drawing, product data, samples and similar submittals required by the Subcontract documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

2.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

2.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment, which may be in the course of preparation, manufacture or transit.

2.1.5 The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject the nonconforming Work of the Subcontractor. The Contractor and Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed by the Owner.

2.1.6 Before the end of the period covered by each payment to be made pursuant to the provisions of Article 8, the Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the end of that period. Submission of an application for payment submitted to the Contractor by the Subcontractor constitutes a warranty that all such payments have been made, and Subcontractor shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

2.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.

2.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

2.2 LAWS, PERMITS, FEES AND NOTICES

2.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of all Subcontracts. The Subcontractor shall secure and pay, except as stated in the project specific contract documents, for permits and governmental fees, licenses and inspections, necessary for proper execution and completion of the Subcontractor's Work if applicable to subcontractor's trade. Subcontractor request and warrants to owner and contractor that they are duly licensed in the jurisdiction in which the work is performed.

2.2.2 The Subcontractor shall comply with all Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

2.3 SAFETY PRECAUTIONS AND PROCEDURES

2.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The Subcontractor shall report to the Contractor within one day or as required by local ordinance any injury to an employee or agent of the subcontractor which occurred at the site.

2.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

2.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing.

2.4 CLEANING UP

2.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

2.4.2 If the subcontractor fails to clean up as provided in the Subcontract documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of clean up costs.

2.5 WARRANTY

2.5.1 The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work conforms to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. This warranty shall be for a period of one year in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract documents.

2.6 INDEMNIFICATION

2.6.1. To the fullest extent permitted by law, the Subcontractor and its sub-subcontractors shall defend, indemnify and hold harmless the owner, Contractor, any management company, agents, representative and employees of any of them, and any other persons or entities that Contractor is required to defend and/or indemnify under the Direct Contract with the Owner, from and against any and all allegations, losses, claims, actions, demands, damages, liabilities or expenses (including but not limited to costs, expenses and attorney's fees), arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), design defects (if design originated by Subcontractor), violation or failure to comply with any law, regulation or ordinance, labor code or prevailing wage violations, claims of liens or on bonds issued to Contractor by a laborer, sub-subcontractor or material supplier to Subcontractor, or other loss, damage or expense caused by Subcontractor's or its sub-subcontractors' negligent or other wrongful acts or omissions. Subcontractor's (and sub-subcontractors') duty to defend and indemnify shall include all damages caused or alleged to be caused in whole or in part by the negligent or other wrongful acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder such obligation shall be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. Subcontractor shall not be obligated to indemnify Contractor with respect to the active negligence or willful misconduct of Contractor, its agents, servants or subcontractors who are directly responsible to Contractor, excluding Subcontractor.

2.6.2. In claims against any person or entity indemnified under this Agreement, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.6.3. Subcontractor shall incorporate this Indemnity Section 2.6.1 into any sub-subcontracts it enters into for the Project, and any reference to "Contract Documents" in any sub-subcontract entered into between Subcontractor and its sub-subcontracts shall include this Subcontract, and this provision.

ARTICLE 3

CHANGES IN THE WORK

3.1 The Owner may make changes in the Work by issuing modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform work, which would be inconsistent with the changes made by the modifications to the Prime Contract. Subcontractor agrees and understands that the site superintendent has no authority to approve change orders and any and all subcontractor's change orders must be approved in writing by Contractor's Project Manager.

3.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract issued subsequent to the execution of this Agreement, the Subcontract sum and the Subcontract time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract sum and Subcontract time for such revised Work in a manner consistent with requirements of the Subcontract documents.

3.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract documents for any claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. The Contractor shall receive such claims not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 4

MEDIATION AND ARBITRATION

4.1 MEDIATION

4.1.1 Any claim arising out of or related to this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

4.1.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.2 ARBITRATION

4.2.1 Any claim arising out of or related to this Subcontract shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.1. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.2.2 A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

4.2.3 *Limitation on Consolidation or Joinder.* Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to. The Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed, that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.2.4 *Claims and Timely Assertion of Claims.* The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

4.2.5 *Judgment on Final Award.* The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5

TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

5.1 TERMINATION BY THE CONTRACTOR

5.1.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract documents or otherwise to perform in accordance with this Subcontract and fails within twenty four (24) hours after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after twenty four (24) hours following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expenses and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

5.1.2 If the Owner terminates the Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor. Upon receipt of written notice of termination, the Subcontractor shall:

1. Cease operations as directed by the Contractor in notice;
2. Take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work;
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

5.1.3 In case of such termination for the Owners convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

5.2 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

5.2.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

5.2.2 An adjustment shall be made for increases in the Subcontract time and Subcontract sum, including profit on the increased cost of performance caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible;
2. An equitable adjustment is made or denied under another provision of this Subcontract.

5.3 ASSIGNMENT OF THE SUBCONTRACT

5.3.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owners agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 6

THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute all portions of the Work described in Exhibit A of the Subcontract documents, including all labor materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract documents to be the responsibility of others.

ARTICLE 7

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

7.1 The Subcontractor's date of commencement and date of Substantial Completion shall be the date(s) fixed in a notice-to-proceed issued by the Contractor and or as set forth in Exhibit A of the Subcontract. With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of the Subcontract(s). No extension of time will be valid without Contractor's written consent.

7.2 Unless the date of commencement is established by a notice-to-proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

ARTICLE 8

PAYMENTS TO SUBCONTRACTOR

8.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract sum to the subcontractor as provided below and elsewhere in the Subcontract documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work of furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create and fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

8.2 Subcontractor understands that all payments to Subcontractor will be made from a specific source, specifically, from payments made by Owner to Contractor. No payment whether a progress payment or final payment, will be made to Subcontractor until that fund comes into existence. Subcontractor expressly agrees that Contractor shall have a reasonable amount of time to collect sums from Owner for the Work performed by Subcontractor. Nothing in this paragraph shall be construed as limiting Subcontractor's mechanic's lien or stop notice rights.

8.3 Subcontractor agrees and understands that Contractor must obtain from Subcontractor invoice and payment requests in accordance with Owner's billing requirements. Accordingly, Subcontractor agrees and understands that Subcontractor must submit their Subcontract invoice and payment requests as directed by Contractor's Accounting Department. Such requirements may include, but are not limited to, notarized waivers of lien (in the form acceptable to Contractor and Owner), as-built drawings, air balance reports, executed warranties for all work performed and equipment/materials supplied and any other items reasonably requested by Contractor and/or Owner.

8.4 Subcontractor agrees that no payment schedule and payment provisions other than that which is specified in these General Terms and Conditions shall be valid or enforceable, unless otherwise specified in the Scope of Work issued to Subcontractor by Contractor.

ARTICLE 9

FINAL PAYMENT

9.1 Final payment, constituting the entire unpaid balance of the Subcontract sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract documents, and the Architect and or Owner has issued a certificate for final payment covering the Subcontractors completed Work.

9.2 Before issuance of the final payment, the Subcontractor, if required shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with Subcontractors Work have been satisfied.

ARTICLE 10

INSURANCE

10.1 The Subcontractor agrees to purchase and maintain insurance of the types of coverage and limits of liability set forth in Exhibit A as a material condition of this agreement and precondition to receiving payment from Contractor.

10.2 Coverage must be written on an occurrence and, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained 10 years or as per the State statute of limitations after final payment to the Subcontractor.

10.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies shall contain provision that coverages afforded under the policies will not be canceled, or materially changed, or allowed to expire until at least 30 days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

10.4 Sub trade is responsible for making sure their Sub-subcontractors are aware of insurance requirements. Failure of Subcontractors or Sub-subcontractor to provide or maintain adequate coverage does not reduce or eliminate their obligation.

I have read the Master Agreement (consisting of the Articles 1 through 10 and Exhibit A) and hereby agree to and accept all terms and conditions stated herein.

MASTER AGREEMENT NUMBER

SUBCONTRACTOR SIGNATURE

MENEMSHA SIGNATURE

COMPANY NAME

PRINT NAME/TITLE DATE

PRINT NAME/TITLE DATE

Initials Required on both of the following pages of Exhibit A

Insurance & Other Requirements

PRIOR TO THE COMMENCEMENT OF ANY WORK BY SUBCONTRACTOR,

Menemsha must receive your Executed Menemsha Master Agreement, W9, Current Contractors License, Current Business License for the job location with visible expiration date, Required Insurance as outlined below including Certificate of Insurance, Required

Full Form Endorsement Policy Pages & Non-exclusion Confirmation Form

Failure to submit the required documents may delay the processing of invoices

Please return documents via:

**Upload link found under separate email from Vendor Compliance
or return by email to vendorcompliance@menemshasolutions.com**

Minimum Insurance Requirements

**No Subcontractor may work on a job, and no payments will be rendered, until
Menemsha has received and approved their insurance.**

- Each Certificate of Insurance supplied to Menemsha is to be underwritten by carrier licensed and admitted to do business with an AM Best Rating of no less than A-VIII minimum.
- Emailed signatures will be accepted by Menemsha on the requested Certificates, endorsements and misc. forms provided.
- Any Certificate of Insurance shall contain endorsement form IL T3 20 05 19 or it's equivalent stating that coverage afforded under such policies shall not be canceled or materially changed without at least (30) calendar days, ten days calendar days for nonpayment of premium, written notice to Menemsha at the Norwell address or email listed below.
- Failure to notify Menemsha of cancellation will not alter or reduce subcontractor or sub-subcontractors of any legal obligations noted by these insurance requirements.
- Menemsha Development Group, Inc, its Employees, Agents, Representatives, Project Owner, Developer, and Any Management Company shall be named as Additional Insured for both ongoing and completed operations on the General Liability and Business Auto Liability policy provided by Sub Contractor with proper endorsements. The Additional Insured endorsements need to be attached to the Certificate of Insurance and shall include the following Primary Clause: "The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory." Waiver of Transfer of Rights is required for General Liability and Workers Compensation coverages.
- Menemsha Development Group, Inc. shall be held harmless from any and all claims arising from the subcontractor, its employees, agents or representatives and sub-subcontractors, subcontractor's employees, agents, or representatives with proper verification duly noted in the description section of the Certificate of Insurance.

Menemsha Initials: _____

Subcontractor Initials: _____

MASTER AGREEMENT EXHIBIT A

(page 2 of 2)

Return: Certificate of Insurance * Full Form Endorsement Policy Pages * Non-exclusion Form

Samples attached for your reference

Certificate Holder should state:

Menemsha Development Group, Inc.
Attn: Vendor Compliance
91 Longwater Circle, Suite 100
Norwell, MA 02061
Email:vendorcompliance@menemshasolutions.com

Certificate Description should state:

Coverage is valid for all jobs performed by the named insured.
Certificate Holder and Project Owner are named Additional Insureds as respects General Liability, per attached endorsement CG 20 10 11 85 or equivalent, and Auto Liability and held harmless from any and all claims arising from insured, its employees, agents, or representatives. Waiver of Subrogation applies as respects General Liability and Workers Compensation. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. 30 days' notice of cancellation will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

Required General Liability:

\$1,000,000 Each Occurrence
\$100,000 Damage to Rented Premise/Fire Damage (ea occurrence)
\$5,000 Med Expense(Any one person-coverage under bodily injury acceptable)
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operating Aggregate

Required General Liability Endorsements:

- Additional Insured CG 20 10 or the equivalent
- CG 20 37 if CG 20 10 does not include Completed Operations
- Primary and Non-Contributory
- Waiver of Transfer of Rights
- Notice of Cancellation or Non Renewal IL T3 20 05 19

Coverage Shall Include:

- Liability is on an occurrence basis, and claims made or modified occurrence is not acceptable
- Premises and Operations
- Completed Operations for at least Ten (10) years or as per State statute of limitations from the date this agreement is fully completed
- Blanket Contractual Coverage and Underground
- Independent Contractors
- Broad Form Property Damage
- Cross-Liability
- Per Job Aggregate Or Per Project

Required Auto Liability:

\$1,000,000 Combined Single Limit (each accident)

Required Auto Endorsements :

- Additional Insured CG 24 04 10 93 or the equivalent (i.e. Designated Insured)
- Notice of Cancellation or Non Renewal IL T3 20 05 19

Coverage Shall Include:

- Any Auto coverage OR include all: Owned Autos, Hired Autos & Non- Owned Autos (Scheduled Autos Only is NOT Acceptable)

Note: If you do not have company owned auto - Submit the Auto Waiver letter below AND Personal Auto COI that includes Hired and Non-Owned Coverage

Required Workers Compensation:

\$1,000,000 Employers Liability Each Accident
\$1,000,000 Employers Liability Disease, Each Employee
\$1,000,000 Employers Liability Disease, Policy Limited

Required Workers Compensation Endorsements:

- Waiver of Transfer of Rights
- Notice of Cancellation or Non Renewal IL T3 20 05 19

Note: If you do not have employees - Submit the Workers Compensation Waiver letter below

Menemsha Initials: _____

Subcontractor Initials: _____

NON-EXCLUSION FORM

Return with your Insurance Documents

TO BE COMPLETED AND SIGNED BY YOUR GENERAL LIABILITY AGENT.

YOUR INSURANCE WILL NOT BE APPROVED UNTIL THIS FORM HAS BEEN RETURNED.

As the insurance agent of records for the below stated policy, I certify that said policy does not contain any of the following exclusions. If the policy does contain one of the following exclusions, I have initialed the corresponding line and provided an explanation below.

Subcontractor/Policy Owner: _____

Insurance Carrier: _____

Deductible: _____

General Liability Policy #: _____

Initial if the policy contains any of the below Exclusions:

_____ Exclusion for Subsidence coverage

_____ Exclusion for Broad Form Property Damage

_____ Exclusion for Contractual Liability

_____ Exclusion for Explosion--Collapse--Underground Operations (X-C-U)

_____ Exclusion for work performed in NY

_____ Exclusion for rigging & hoisting

Explain Exclusions:

AUTHORIZED SIGNATURE: _____ Date: _____

Agency: _____

Address: _____

City, State, & Zip: _____

Contact Email: _____

Contact Phone: _____

MWDVBE/LGBTBE Business Registration - Supplier Diversity Program

At Menemsha Development Group, Inc we recognize the importance of having a diverse supplier/subcontractor base. Our Supplier Diversity program is designed to provide opportunities for qualified small and diverse businesses.

Menemsha Development Group, Inc has adopted the following certification and/or validation guidelines for small and diverse suppliers.

Please send a copy of your Certificate if you qualify for any of the below categories

☐ **Small Business** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. *Register your company in the Central Contractor Registration (CCR) by visiting their Web site (<http://www.ccr.gov>) or be prepared, if asked, to self-certify that your company is a small business. To find out whether your company qualifies as a Small Business or not, visit the U.S. Small Business Administration “Office of Size Standards” Web site(<http://www.sba.gov>).*

☐ **Minority-owned Business** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. *Certification by the National Minority Supplier Development Council (NMSDC) is required.*

☐ **Woman-owned Business** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. *Certification by the Women’s Business Enterprise National Council (WBENC) is required.*

☐ **Veteran-Owned Business** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. *Veteran owned Small Business or Service-Disabled-Veteran-owned Small Business*

☐ **Small Disadvantaged Business (SDB)** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. - A letter from the Small Business Administration certifying your company as a Small Disadvantaged Business. *A company that is certified by the Small Business Administration (SBA) as a Small Disadvantaged Business (SDB) should already be registered in the Central Contractor Registration (CCR).*

☐ **LGBTQ+ Business Enterprise (LGBTBE)** – We will ask you to verify your status by submitting a copy of your certification to Menemsha along with your W9 and Master Agreement documents to retain with your vendor records. *A company that is certified by the NGLCC. Go to the www.nglcc.org website for registrations requirements.*



SAMPLE

Sample Endorsement Policy Pages to follow

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Insurance Agent/Broker Name Insurance Agent/Broker Street Address of P.O. Box Insurance Agent/Broker City, State & Zip Code	CONTACT NAME: Enter Contact Name	FAX (A/C, No): Enter Fax Number	
	PHONE (A/C, No, Ext): Enter Contact Phone	E-MAIL ADDRESS: Enter Contact Email Address	
INSURED Vendor Name Vendor Street Address or P.O. Box Vendor City, State & Zip Code	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Name of Insurance Company		Enter NAIC
	INSURER B: Name of Insurance Company (if applicable)		Enter NAIC
	INSURER C: Name of Insurance Company (if applicable)		Enter NAIC
	INSURER D: Name of Insurance Company (if applicable)		Enter NAIC
	INSURER E: Name of Insurance Company (if applicable)		Enter NAIC
INSURER F: Name of Insurance Company (if applicable)		Enter NAIC	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			Enter Policy #			EACH OCCURRENCE	\$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
<input checked="" type="checkbox"/>	Owners & Contractors Prot						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	Y	Y				PERSONAL & ADV INJURY	\$ 1,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			Enter Policy #			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	Y				BODILY INJURY (Per accident)	\$
<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB			Enter Policy #			EACH OCCURRENCE	\$ Enter Limit
	EXCESS LIAB						AGGREGATE	\$ Enter Limit
	DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Enter Policy # (if applicable)			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is valid for all jobs performed by the named insured.

Certificate Holder and Project Owner are named Additional Insureds as respects General Liability, per attached endorsement CG 20 10 11 85 or equivalent, and Auto Liability and held harmless from any and all claims arising from insured, its employees, agents, or representatives. Waiver of Subrogation applies as respects General Liability and Workers Compensation. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. 30 days' notice of cancellation will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Menemsha Development Group, Inc.
91 Longwater Circle, Suite 100
Norwell, MA 02061

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAMPLE

To Be Used Only if you Do NOT have Company Employees

- ✓ Print on your Company Letterhead
- ✓ Fill in Your Company Name within the letter
- ✓ Must have date
- ✓ Must be Signed

Workers Compensation Insurance Waiver

Date: _____

Attention: Menemsha Development Group, Inc., Vendor Compliance Administrator,

This letter is to inform you that **Fill in Your Company Name** does not have any employees. In the event that **Fill In Your Company Name** uses leased labor, **Fill in Your Company Name** will only use a leased Labor Company that provides their employees with Workers Compensation Insurance and name Menemsha Development Group, Inc. and the project owners as an additional insured.

Sincerely,

Subcontractor Signature

Print Name & Title

SAMPLE

To Be Used Only if you Do NOT have Company Owned Autos

- ✓ Print on your Company Letterhead
- ✓ Fill in Your Company Name within the letter
- ✓ Must have date
- ✓ Must be Signed
- ✓ Must submit Personal Auto Liability Certificate of Insurance that includes Hired and Non-Owned Coverage

Auto Liability Insurance Waiver

Date: _____

Attention: Menemsha Development Group, Inc., Vendor Compliance Administrator,

This letter is to inform you that **Fill in Your Company Name** does not have any company owned automobiles to the extent that if any claim arises as a result of the work **Fill in Your Company Name** performs for Menemsha Development Group, Inc., **Fill in Your Company Name** agrees to indemnify Menemsha Development Group, Inc. and project owners in the event of any such claim.

Sincerely,

Subcontractor Signature

Print Name & Title

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

Policy Number:
Insured Name:
Contractors, Inc.
Number: 26

CG 20 38 04 13

Effective Date: 08/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN
REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

SAMPLE

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

SAMPLE

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
Per schedule on file with the company	30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:
As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER:

SAMPLE

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

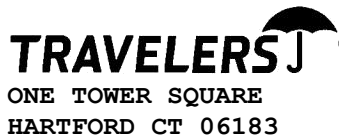
Number of Days Notice: 10

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

SAMPLE



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC990376(A)- 001

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
– CALIFORNIA (BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

As required by written contract

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

POLICY NUMBER:

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
"ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH A WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT." "THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."	30

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____