

**Mountain View Whisman School District
Independent Contractor for Professional Services Agreement
(Non-construction Related)**

THIS AGREEMENT is made and entered into on 3/4/2020, 2020 ("Agreement"),
by and between and **Mountain View Whisman School District** ("District") and Imagineerz Learning
("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. The Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services. As indicated in Exhibit "A" or as follows:

10-week instructional program for 20
4 graders 1hr 15min per week M4: Build an Amusement
park

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:
 Contractor is providing services for a total flat fee of: \$ \$3,000; or
 Contractor will provide a maximum number of hours of service at a rate of \$ _____
per hour for a total not to exceed \$ _____; or
 Other: _____

("Agreement Price"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided)

3. **Agreement Time.** The Services shall commence on March 24, 2020, 2020 and shall be completed by 6-24-2020, 2020. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
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5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave,
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Imagineerz Learning LLC
1710 Miller Avenue
Los Altos, CA 94024
Attn: Vaibhavi Gala

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

- 1.
2. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
3. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
4. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. **Standard of Care.**
 - 5.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 5.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 5.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
 - 5.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
6. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
7. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
8. **Termination.**
 - 8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 8.3.1. material violation of this Agreement by the Contractor; or
 - 8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 8.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the

Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest

which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Information regarding Contractor:

Indicate type of entity or if individual:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number: 45-1808932

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Dept/Site Budget Program Coding	<u>235</u>
Program Code(s): <u>TSSP: 010-0001-0-5830-00-1110-1000-000000-007-0219 = \$2970-</u>	
Donations PTA: <u>010-0130-0-5830-00-1110-1000-000000-007-0130 = \$30-</u>	

Project Approvals Required Prior to Contract Start Date

<p><u>Requesting Administrator/Authorized Signer:</u></p> <p>Mountain View Whisman School District</p> <p>Dated: <u>3-4-</u>, 20<u>20</u></p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Vernorris Taylor</u></p> <p>Print Title: <u>Site Principal</u></p>	<p><u>Contractor:</u></p> <p>Contractor Name: <u>Imagineer2 Learning LLC</u></p> <p>Dated: <u>3-4-</u>, 20<u>20</u></p> <p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>YAIBHAVI GALEA</u></p> <p>Print Title: <u>FOUNDER & CEO</u></p>
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APPROVAL	
Authorized Signer (if not above)	Superintendent/Designee
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)		
Board of Trustees Meeting Date: _____	For Contract: Review	Ratification

Encounter Date: 11/05/2018

Roidanlebe, Andre Bude (MR # 110016342133)

Default Flowsheet Data (all recorded)

PPD Reading

Row Name 11/07/18 1454

PPD Reading

Date Read 11/07/18

MK at

11/07/18

1454

Time Read

1454

MK at

11/07/18

1454

1454

0 mm

MK at

11/07/18

1454

Negative

MK at

11/07/18

1454

Comments and Adverse Reactions

User Key

Initials

Name

MK Kalamakal, Maribel

(L.V.N.)

Effective Dates

12/10/17

(I) = Recorded By; (T) = Taken By; (C) = Consigned By

Provider Type

LICENSED

Discipline

VOCATIONAL NURSE

Default Flowsheet Data (all recorded)

PPD Historical Admin

No documentation

Orders conveyed through department approved policies and procedures (for support staff)

Active

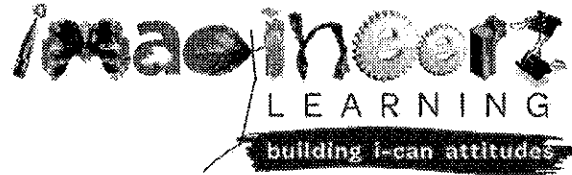
SKIN TEST, PPD TUBERCULOSIS, INTRADERMAL

PPD Encounter BPA(S)

Click to view BestPractice Advisory history

Ordered On 11/05/2018

Kaiser Permanente Medical Offices
Department of Internal Medicine
220 Hacienda Ave.
Campbell, CA 95008



Quote S20VS4

Imagineerz Learning

1710 Miller Avenue
Los Altos, CA 94024

Sent to:
Jose Antonio Vargas Elementary School
220 N Whisman Rd,
Mountain View, CA 94043

Date:
3/3/20

Description	Amount Requested
Spring 2020 - Imagineerz Course: "Building an i-can™ mindset through design challenges," for upto twenty 4th graders (10 week program - 1hr 15 minutes each week)	\$3000.00

For any questions, please contact
info@imagineerz-learning.com or 650 308 9592



CERTIFICATE OF LIABILITY INSURANCE

IMAGI-2

OP ID: CW

DATE (MM/DD/YYYY)

05/17/2019

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

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

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Amy Aderman	CONTACT NAME: Amy Aderman PHONE (A/C, No, Ext): 650-341-4484 FAX (A/C, No): 650-341-4465 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Imagineerz Learning, LLC 113 Estrada Drive Mountain View, CA 94043	INSURER A: Great American Ins. Company	
	INSURER B: Employers Preferred Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

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

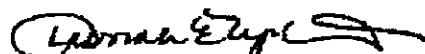
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAC 1551620	06/09/2019	06/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC 1551620	06/09/2019	06/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	EIG2860150-00	06/09/2019	06/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse/Molestation			PAC 1551620	06/09/2019	06/09/2020	Aggregate 1,000,000 Per Claim 1,000,000

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

Mountain View Whisman School District is included as an Additional Insured with respect to Insured's business operations. Additional Insured and waiver applies to the General Liability policy only. Insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Mountain View Whisman School District 1400 Montecito Avenue Mountain View, CA 94043	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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Pollution Exception for Classroom Activities	\$100,000	7
Limited Contractual Liability Coverage for Personal and Advertising Injury	Included	8
Limited Property Damage to Property of Others	\$5,000	9
Additional Insured - Athletic Activity Participants	Included	9
Additional Insured - Manager or Lessor of Premises	Included	10
Additional Insured - Funding Sources	Included	11
Additional Insureds - By Contract	Included	11
Primary and Non-Contributory Additional Insured Extension	Included	13
Additional Insureds - Protection of Your Limits	Included	13
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	14
Property Damage Extension With Voluntary Payments	\$1,000/\$5,000	14
Limited Fungi or Bacteria Coverage	\$30,000	14
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	15
Who Is An Insured - Educators	Included	15
Broadened Personal and Advertising Injury	Included	16
Educational Broadcasting and Publication - Personal and Advertising Injury	Included	16

A. CORPORAL PUNISHMENT

Under paragraph 2. Exclusions of SECTION 1 - COVERAGE A - Bodily Injury And Property Damage Liability, exclusion a. Expected Or Intended Injury is replaced by the following:

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:

- (1) The use of reasonable force to protect persons or property; or
- (2) Corporal punishment to your student administered by or at the direction of any insured.

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

F. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$20,000; or
- b. The amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

G. PER CAMPUS - GENERAL AGGREGATE

Under paragraph 2. of **SECTION III - LIMITS OF INSURANCE** the following is added:

A separate General Aggregate Limit applies to each "campus".

The following definition is added to **SECTION V - DEFINITIONS**:

"Campus" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. DAMAGE TO PREMISES RENTED TO YOU

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (a) The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. Rupture, bursting, or operation of pressure relief devices;
- ii. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. Explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

- d. Records and descriptions of operations must be maintained by the first Named Insured.

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

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

L. KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. You, if you are an individual;
- b. A partner, if you are a partnership
- c. An executive officer or insurance manager, if you are a corporation.
- d. School administrators

M. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

N. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph **(4)** of exclusion **j. Damage To Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations.
2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

2. When the Total Pollution Exclusion endorsement, **CG 21 55** or **CG 21 65** is made a part of this Policy, paragraph 1. above does not apply and the following is added to provision (1) of Exclusion f. **Pollution of Section I - Coverage A - Bodily Injury And Property Damage Liability** as amended by either endorsement **CG 21 55** or **CG 21 65**.

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

The most we will pay under this exclusion exception, **Pollution Exception for Classroom Activities**, is a sub-limit of \$100,000.

R. LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Under paragraph 2. **Exclusions of SECTION I - COVERAGE B - Personal and Advertising Injury Liability**, exclusion e. **Contractual Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) liability for damages that the Insured would have in the absence of the contract or agreement; or
- (2) liability for "personal and advertising injury" if:
 - (a) the liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - (b) the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement; and
 - (c) the "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed damages because of personal injury described in paragraph e.(2)(c) above, provided;

- (i) liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

For the purposes of this coverage, the last two paragraphs of **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are deleted and replaced with the follow:

- (ii) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

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

U. ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract", and:

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury", "property damage", "personal and advertising injury".

2. With respect to the insurance afforded to the additional insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the additional insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the additional insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the additional insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

2. If coverage provided to the additional insured is required by 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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 for 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.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage" occurs, or prior to when any offense resulting in "personal and advertising injury" is committed.

2. With respect to the insurance provided by this endorsement, the following are added to paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

- c. "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 for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

Z. BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (SUBROGATION)

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

AA. PROPERTY DAMAGE EXTENSION WITH VOLUNTARY PAYMENTS

1. The following is added to paragraph **1. Insuring Agreement** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request we will pay for "property damage" to property of others caused by your business operations. Such payment will be made without regard to your legal obligation to do so. The "property damage" must occur during the policy period and must take place in the "coverage territory".

2. With respect to the coverage afforded under paragraph 1. above, paragraph **2. Exclusions of Section I - Coverages A - Bodily Injury And Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5) and j.(6)** are deleted.

3. With respect to the coverage afforded under paragraph 1. above, **Section III - Limits of Insurance** is replaced by the following:

1. Subject to 2. below, the most we will pay for any one incident is **\$1,000**.
2. The most we will pay for the sum of all "property damage" in the policy period is **\$5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **Section III - Limits of Insurance**.

BB. LIMITED FUNGI OR BACTERIA COVERAGE

- i. The following are added to **SECTION III - LIMITS OF INSURANCE**:
 - a. Subject to paragraphs 2. and 3. of **SECTION III - LIMITS OF INSURANCE**, as applicable, a Fungi and Bacteria Liability Aggregate Limit of \$30,000 is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C for Medical Payments arising out of one or more "fungi or bacteria incidents".

FF. BROADENED PERSONAL AND ADVERTISING INJURY

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

GG. EDUCATIONAL BROADCASTING AND PUBLICATION - PERSONAL AND ADVERTISING INJURY

- i. Under paragraph 2. Exclusions of **SECTION 1 - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, provision j.(1) does not apply to your activities as an educational institution.