

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____, 2024, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and CircleUp Education, a California corporation whose address is 401 Roland Way, Suite 250, Oakland, CA 94621 (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On February 14, 2024, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$19,760.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

C. Whereas, the City Council authorized the City Manager to execute this amendment on _____.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on February 14, 2024, and shall terminate on the June 30, 2026, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-1 as requested.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit 3 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit 3.


b. Provider shall be compensated for the services performed in accordance with the original contract consistent with the terms of those agreements. Total Compensation for this Agreement shall not exceed \$134,346.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

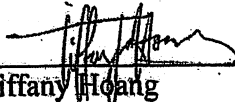
CircleUp Education
A California Corporation

CITY OF ALAMEDA
a municipal corporation




Tyrone Botelho
President

By: Jennifer Ott
City Manager



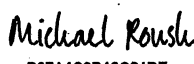
Tiffany Hoang
Secretary

RECOMMENDED FOR APPROVAL:

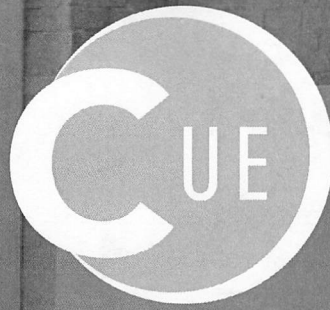


By: Sarah Henry
Communications and Legislative Affairs Officer

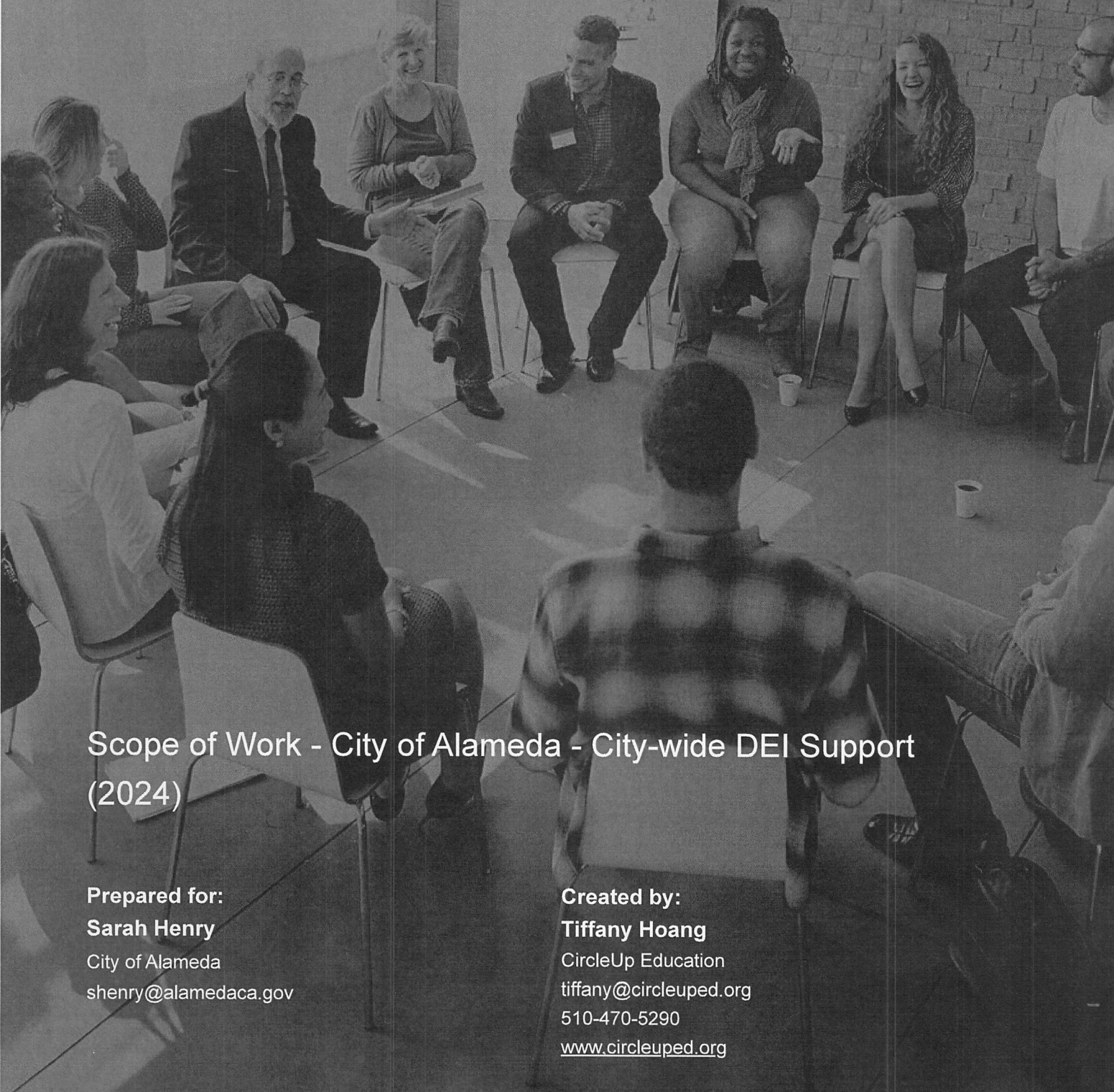
APPROVED AS TO FORM:

DocuSigned by:


B07A4C0B42C24DE
City Attorney
By: Michael Roush



CircleUp Education



Scope of Work - City of Alameda - City-wide DEI Support
(2024)

Prepared for:
Sarah Henry
City of Alameda
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Created by:
Tiffany Hoang
CircleUp Education
tiffany@circleuped.org
510-470-5290
www.circleuped.org

Scope of Work - Phase 1

Name	Price	QTY	Subtotal
<p>Service Planning & Preparation Meeting - DEIB Working Group, E-Team and service preparation - ONLINE</p> <p>This is a meeting with key stakeholders in your organization to prepare for upcoming meetings, process the impact of past meetings, or review any important information that is related to the planning or delivery of services by CircleUp's Team. This service may include a request from you to have the CircleUp team review critical media in preparation for upcoming services.</p> <p>Logistics</p> <ul style="list-style-type: none"> • This meeting or session is 50 minutes long • If this service is a meeting, no more than 10 people will be in attendance. • Includes - 2-3 Meetings to help build a plan for roll-out of services • Includes - 2-3 Meetings to discuss training topics, planning, and problem solving. 	\$595.00	10	\$5,950.00

<p>Discussion Circle/Meeting Facilitation - Live In-person - With DEIB Working Group and E-Team</p> <p>The Discussion Circle/Meeting is designed to engage participants in activities designed to discuss, reflect, and process important topics that impact the day-to-day live of participants. This meeting will be used to discuss and clarify the DEIB Working group recommendations, identify priorities, and collaborate on creating tangible actions that reflect those priorities.</p> <p><u>Live Training Logistics</u></p> <ul style="list-style-type: none"> • This session is LIVE, meaning that it will take place at your site • The session is 2 hours long <ul style="list-style-type: none"> • There will be one short break included in the session. • This session will include small group breakout sessions. • Our team will arrive up to 1 hour early to set up the sessions. <ul style="list-style-type: none"> • Our team will stay 30 minutes after the session to pack up all of the training materials. • Our trainers have been fully vaccinated with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces. • The cost includes setup, breakdown, and travel costs. <p><u>Customizations</u></p> <ul style="list-style-type: none"> • This will be a meeting the the DEIB Working Group and the Executive Team to collaborative on rolling out the city-wide training plan with CircleUp Education. • This meeting will include the presentation of the DEIB's recommendations and identifying priority-based actions as a team. 	<p>\$3,846.00</p>	<p>1</p>	<p>\$3,846.00</p>
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<p>Unravelling Equity Training - Live In-person - City Council Members</p> <p><u>Description</u> This course is designed to help staff build deeper empathy and understanding for people whose culture, experiences, perspectives, and habits are different from their own. This course helps shine a bright spotlight on the inaccurate belief that there is a uniformly accepted way of being that everyone should enact and instead guides staff toward an equitable way of viewing people that takes into consideration their race, culture, gender, and other diverse identities. This course will help staff develop equity lenses to help them assess their actions, behaviors, and policies to ensure that they are taking into consideration different starting points and perspectives when working in their community.</p> <p><u>Live Training Logistics</u></p> <ul style="list-style-type: none"> • This session is LIVE, meaning that it will take place at your site • The session is 3 hours long. (can be adjusted if needed) <ul style="list-style-type: none"> • There will be one short break included in the session. • This session will include small group breakout sessions. • Our team will arrive up to 1 hour early to set up the sessions. <ul style="list-style-type: none"> • Our team will stay 30 minutes after the session to pack up all of the training materials. • Our trainers have been fully vaccinated with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces. • The cost includes setup, breakdown, and travel costs. • Maximum of 40 Participants 	<p>\$4,982.00</p>	<p>1</p>	<p>\$4,982.00</p>
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Scope of Work - Phase 2

Name	Price	QTY	Subtotal
<p>Specialized DEI Training - Live In-person (Staff Trainings - Topic TBD) + EMT Deep Dive Specialized Training Session</p> <p>This is a highly customized DEI training that reflects the needs and starting points of your team based on results from the service planning meetings and the Discussion Meetings with the DEIB and Executive Teams. This service takes an existing DEI or Real Talk About Racism training and adds specialized modules to the training based on your needs.</p> <p><u>Live Training Logistics</u></p> <ul style="list-style-type: none"> • This session is LIVE, meaning that it will take place at your site • The session is 3 hours long. <ul style="list-style-type: none"> • There will be one short break included in the session. • This session will include small group breakout sessions. • Our team will arrive up to 1 hour early to set up the sessions. <ul style="list-style-type: none"> • Our team will stay 30 minutes after the session to pack up all of the training materials. • Our trainers have been fully vaccinated with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces. • The cost includes setup, breakdown, and travel costs. <p><u>Logistics</u></p> <ul style="list-style-type: none"> • 3 hours long per session. • Maximum 40 participants per session = 700 ~ Employees = 19 sessions. (We include a few additional to account for turn over and new hires) • Topics will be decided with the help of the DEIB Working Group and E-Team. • This also includes a Deep Dive Specialized Training Session for Executive Management Team. This session is 3 hours long and has a maximum of 40 people. 	\$4,982.00	20	\$99,640.00
<p>Make-up Sessions - 3 hours - Live In-person</p> <p>These are make-up sessions for employees who were not able to attend the first sessions. We recommend 3 make-up sessions that are spread out to allow for higher participation.</p>	\$4,982.00	3	\$14,946.00

Tax

\$0.00

Total

\$114,586.00

Summary Of Next Steps

All of the proposed support steps are included in the proposed cost above.

1. **Negotiate Services & Costs**
2. **Sign Service Agreement**
3. **Finalize Logistics & Preparation of Services**
4. **Customize Your Services**
5. **Begin Implementing Your Services**
6. **Evaluate Services and Discuss Next Steps**

Some Of Our Satisfied Clients



City of Oakland



City of Fremont
Human Services &
Police Department



City of San Francisco
Adult Probation
Department



City of Union City



Municipal Management
Association of
Northern California



Fremont Unified
School District



San Jose Unified
School District



Hayward Unified
School District



Jefferson Elementary
School District



University of California
San Francisco



City of Hayward



Oakland Metropolitan
Chamber of
Commerce



University of Arizona



Reading Partners



University of
California, Berkeley



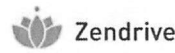
Salesforce



Capital One



Accenture



Zendrive



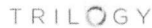
Grid Alternatives



AI4All



Presence Product
Group



Trilogy Interactive



Pyatok



Elevate Security



City of Fremont



Learn. Graduate. Give Back.



Apple



Port Of Oakland



Stanford University



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 25019405

Policy Effective Date: 11/08/2023

Policy Page: 36 of 51



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

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

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract," we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

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

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:
 - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
 - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

 - (1) Is currently in effect or becomes effective during the term of this policy; and
 - (2) Was executed prior to:
 - (a) The "bodily injury" or "property damage;" or
 - (b) The offense that caused the "personal and advertising injury";
 for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

 - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

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

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

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

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

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

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

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

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

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

- 3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

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

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

- 1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

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

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

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

- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

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

All other terms and conditions of the Policy remain unchanged.

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