

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this [Click here to enter NUMERIC DAY](#), day of May 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Rise Housing Solutions, a California corporation, whose address is 1990 N. California Blvd. Suite 20 PMB 1074, Walnut Creek, CA 94596 (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Marketing plan development and implementation, waitlist creation and management, screening applicants, qualifying prospective buyers, and performing all other task necessary to facilitate the closing of the affordable units. Provider was selected on a sole source basis because of limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations, or other valid reasons for waving competitive bids.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on May 5, 2026 .
- E. The City and Provider desire to enter into an agreement for Marketing Plan Development, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the 1st day of July 2026, and shall terminate on the 30th day of June 2028, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

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 as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> 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 B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total two year compensation for this agreement shall not exceed \$102,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance,

workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

\_\_\_\_\_  
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate - all other

Property Damage:               \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well

as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance

requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

#### **11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

#### **12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

#### **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Housing and Human Services  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: C'Mone Falls/ HHS Manager  
Ph: (510) 298-2495

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Rise Housing Solutions  
1990 N. California Blvd.  
Suite 20 PMB 1075  
Walnut Creek, CA 94596  
ATTENTION: Matt Warner, President  
Ph: (415) 301-5448

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Housing and Human Services  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Ja'Mes Williams, Accounting Specialist  
Email: [jwilliams@alamedaca.gov](mailto:jwilliams@alamedaca.gov)

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**29. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**30. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

RISE HOUSING SOLUTIONS  
a California corporation

Signed by:  
*Matt Warner*  
80AAAE04DDCC4FB

\_\_\_\_\_  
Matt Warner  
President & CFO

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
Adam Politzier  
Interim City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:  
*Amy Wooldridge*  
CF31708EC7664C4...

\_\_\_\_\_  
Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

Signed by:  
*Len Aslanian*  
5603710AC0454F...

\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

**EXHIBIT A  
SCOPE OF WORK**

Over the term of this contract, Rise Housing shall perform the following activities to establish lottery lists for BMR homes that become available for sale from 2026 - 2028.

|  | Summary Description  |
|--|--|
| Marketing Plan & Marketing Plan Implementation | <p>Create a phased, fair housing compliant marketing plan to include timeline, clear step-by-step marketing activities and application process for BMR units available for sale in Alameda from 2026 - 2028. Marketing collateral to be created and included in Marketing Plan. Marketing plan to be reviewed and approved by the City of Alameda.</p> <p>Create a clear dedicated website/webpage describing the BMR lottery process, eligibility requirements, anticipated BMR opportunities and FAQs. Market the BMR units each year in accordance with agreed upon marketing plan. Marketing to include posting on Rise Housing’s website, marketing to City’s interest list and to Alameda Unified School District, flyer distribution to local and regional non-profit housing providers. Market the Below Marketing lottery opportunity through e-blast to dedicated leads in Rise Housing’s database. Advertise with local employers, including the Alameda School District.</p> |
| Waitlist Creation and Management               | <p>Answer all calls and emails from the public and provide the guidance required to complete the BMR application for lottery ranking. Prepare online application for each income category to be entered into lottery that will screen for initial eligibility and preference criteria based on stated information. Eligible applicants to receive a lottery number. Conduct a public lottery drawing for each income category to determine the ranking order for program eligibility and approval for BMR sales that year. Communicate lottery ranking results to all entrants. Lottery list to remain open for applicants to join after the initial lottery deadline on a first-come first-serve basis.</p>   |
| Qualification of Purchasers                    | <p>Conduct a full application workshop customized to the BMR program and the anticipated homes with details on layouts and amenities, resale restrictions, available financing, and the Rise Housing application process. Process and underwrite selected applications from lottery ranking to determine if they meet eligibility requirements as set forth in the Marketing plan. Collect all required documents from the applicant. Upon confirmation of pre-approval letter from a lender, screen documents and information provided for income and program eligibility prior to contract execution. Prepare approval package for the City to obtain City approval to enter into contract. Provide a detailed report on each file in process to the City and developers, as requested.</p>  |
| BMR Final Approval & Closing                   | <p>Track each application with lenders. Coordinate collection of required information from escrow and lender needed to receive final approval from the City and complete City documents including restrictions, notes, DOTs and escrow instructions. Draft BMR documents and route with instructions for signatures and notarizing at the City. Coordinate pickup and delivery of executed documents to title and track file through all stages of escrow to ensure conforming loan is secured and a timely close of escrow.</p>   |

# Scope and Budget City of Alameda BMR Buyer Program

## Marketing & Sales of BMR homes in Alameda 2026 - 2028

| Key Assumptions                                    |  |  | 2026 | 2027 |
|--|--|--|------|------|
| Number of BMR Homes for Sale                       |  |  | 6    | 4    |
| Estimated Number of Advertising Phases & Waitlists |  |  | 1    | 1    |

  

| Activities                                  | Notes | Rates                      | 2026                | 2027             |
|---|-------|----------------------------|---------------------|------------------|
| Affirmative Marketing Plan & Implementation | (a)   | \$5000 per lottery year    | \$ 5,000            | \$ 5,000         |
| Waitlist Creation and Management            | (b)   | \$8000 per marketing phase | \$ 8,000            | \$ 8,000         |
| Qualification of Purchaser                  | (c)   | \$3600 per home            | \$ 21,600           | \$ 14,400        |
| BMR Final Approval & Closing                | (d)   | \$4000 per home            | \$ 24,000           | \$ 16,000        |
|   |       |                            | \$ 58,600           | \$ 43,400        |
|   |       |                            | Total               | \$ 102,000       |
|   |       |                            | Total BMR Units     | 10               |
|   |       |                            | Total Cost Per Unit | \$10200 per home |

### Notes

- (a) Fee due upon marketing plan approval from City of Alameda and marketing launch.
- (b) This fee is due upon lottery completion. A separate lottery will be conducted for each income band designation of homes, but there will be only one charge for all the lotteries within the same phase.
- (c) This fee will be charged once an applicant signs a purchase contract and deposit is received by escrow
- (d) This fee is due upon close of escrow.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2026

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).

|  |  |  |  |                                     |
|--|--|--|--|-------------------------------------|
| <b>PRODUCER</b><br>Bliss Sequoia Insurance<br>P.O. Box 826<br><br>Salem OR 97308                                       |  | <b>CONTACT NAME:</b> Janet O'Meara<br><b>PHONE (A/C, No, Ext):</b> (503) 364-5401<br><b>E-MAIL ADDRESS:</b> jano@huggins.com   |  | <b>FAX (A/C, No):</b>               |
| <b>INSURED</b><br>Rise Housing Solutions, Inc.<br>1990 N California Blvd<br>Suite 20 PMB 1074<br>Walnut Creek CA 94596 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Underwriters at Lloyd's, London<br><b>INSURER B:</b> United Financial Casualty Co<br><b>INSURER C:</b> Hartford Casualty Ins Co<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  | <b>NAIC #</b><br><br>11770<br>29424 |

**COVERAGES****CERTIFICATE NUMBER:** (25-26)**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | MEO5314986.25  | 05/14/2025              | 05/14/2026              | EACH OCCURRENCE   | \$ 1,000,000 |
|          |   |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 50,000    |
|          |   |           |          |                |                         |                         | MED EXP (Any one person)  | \$ 5,000     |
|          |   |           |          |                |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|          |   |           |          |                |                         |                         | GENERAL AGGREGATE   | \$ 3,000,000 |
|          |   |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 3,000,000 |
|          |   |           |          |                |                         |                         | Retention   | \$ \$1,000   |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 01093863       | 11/14/2025              | 05/14/2025              | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          |   |           |          |                |                         |                         | BODILY INJURY (Per person)  | \$           |
|          |   |           |          |                |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          |   |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |   |           |          |                |                         |                         | Medical payments  | \$ 5,000     |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          | TXS 0002511-00 | 05/14/2025              | 05/14/2026              | EACH OCCURRENCE   | \$ 1,000,000 |
|          |   |           |          |                |                         |                         | AGGREGATE   | \$ 1,000,000 |
|          |   |           |          |                |                         |                         |   | \$           |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 52WECAL3CHM    | 04/14/2026              | 04/14/2027              | <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        | Professional Liability  |           |          | MEO5314986.25  | 05/14/2025              | 05/14/2026              | Each Claim Limit  | \$2,000,000  |
|          |   |           |          |                |                         |                         | Aggregate Limit   | \$3,000,000  |
|          |   |           |          |                |                         |                         | Retention   | \$1,000      |

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

Certificate holder is additional insured with respect to general liability coverage per the attached form.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of Alameda<br>2263 Santa Clara Ave<br><br>Alameda CA 94501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Janet O'Meara</i> |
|---|---|

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**I. What is covered**

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
  2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
  2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
  3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
  2. the **accident** occurs during the **policy period**;
  3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
  4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

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**II. Defense and supplementary payments**

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
  2. up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
  3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
  4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

## General Liability Coverage Part (Occurrence)

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

### B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
  - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
  - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
  - c. authorize **us** to conduct and control the defense of the indemnitee.

**Our** obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

### III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

#### A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

#### B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

## General Liability Coverage Part (Occurrence)

- C. Limited liability companies  
If **you** are a duly organized limited liability company, **you** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations  
If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts  
If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees  
**Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers  
**Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers  
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants  
Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
    - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
    - b. **you** or any of **your** partners, members, or **officers**; or
  2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
    - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
    - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations  
If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
  2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. **Additional insureds**  
If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.  
  
However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

## General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:
- a. **your** acts or omissions or of those acting on **your** behalf; and
  - b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **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, drawings, or specifications; or
  - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **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 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.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such 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 inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- 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 by or for the vendor;
- 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 will not apply to:

## General Liability Coverage Part (Occurrence)

- (1) repackaging 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;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
  - b. any ingredient or part of any product; or
  - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
  - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured. **Primary and Non-Contributory wording/ Waiver of Subrogation**

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

---

### IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

## General Liability Coverage Part (Occurrence)

- |    |                                       |  |
|----|---------------------------------------|--|
| A. | Per location limit                    | The Per Location Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>bodily injury</b> and <b>property damage</b> occurring at each separate location where <b>you</b> perform business operations arising out of any one <b>occurrence</b> . This limit will apply only if an endorsement listing <b>your</b> separate locations is added to this Coverage Part. |
| B. | Products-completed operations limit   | The Products-Completed Operations Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>bodily injury</b> and <b>property damage</b> included in the <b>products-completed operations hazard</b> arising out of any one <b>occurrence</b> .   |
| C. | Personal and advertising injury limit | The Personal and Advertising Injury Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>personal and advertising injury</b> arising out of any one <b>claim</b> .   |
| D. | Damage to premises limit              | The Damage to Premises limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>property damage</b> to any one premises while rented to <b>you</b> or temporarily occupied by <b>you</b> with permission of the owner.   |
| E. | Elevator liability sublimit           | An Elevator Liability Sublimit of \$25,000 is the most <b>we</b> will pay for all <b>damages</b> because of <b>property damage</b> resulting from the use of an elevator at premises <b>you</b> own, rent, or occupy and arising out of any one <b>occurrence</b> .  |
| F. | Medical payments limit                | The Medical Payments limit identified in the Declarations is the most <b>we</b> will pay for the sum of <b>medical expenses</b> for <b>bodily injury</b> sustained by any one person covered under Section I. What is covered, C. Medical payments.  |

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

### V. Other provisions affecting coverage

- |    |  |  |
|----|--|--|
| A. | Notifying us of claims, occurrences, or offenses | <ol style="list-style-type: none"> <li>1. <b>You</b> must give written notice to <b>us</b> of any <b>claim</b> made or brought against <b>you</b> as soon as possible, including the specifics of the <b>claim</b> and the date received.</li> <li>2. <b>You</b> must give written notice to <b>us</b> of any <b>occurrence</b> or offense which may result in a <b>claim</b> as soon as possible. To the greatest extent possible, the notice must include: <ol style="list-style-type: none"> <li>a. how, when, and where the <b>occurrence</b> or offense took place;</li> <li>b. the names and addresses of any injured persons and witnesses; and</li> <li>c. the nature and location of any injury or damage arising out of the <b>occurrence</b> or offense.</li> </ol> </li> </ol> |
|----|--|--|

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

- |    |                         |  |
|----|-------------------------|--|
| B. | Retention               | <b>Our</b> obligation to pay any <b>damages</b> under this Coverage Part is in excess of the <b>retention</b> , which <b>you</b> must pay in connection with each covered <b>occurrence</b> or offense. The <b>retention</b> does not apply to <b>claim expenses</b> or any other payments <b>we</b> make under Section II. Defense and supplementary payments.        |
| C. | Legal action against us | No person or organization has a right under this Coverage Part: <ol style="list-style-type: none"> <li>1. to join <b>us</b> as a party or otherwise bring <b>us</b> into a <b>claim</b> seeking <b>damages</b> from <b>you</b>; or</li> <li>2. to sue <b>us</b> on this Coverage Part unless all of its terms and conditions have been fully complied with.</li> </ol> |

## General Liability Coverage Part (Occurrence)

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

### D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
  - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
  - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
  - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
  - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

**We** will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

### 3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total applicable limits of all insurers.

### E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

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## VI. Exclusions – What is not covered

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**A. Bodily injury and property damage exclusions**

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
  - (1) less than 75 feet long; and
  - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
  - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization 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;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;

- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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| Damage to your product      | 4. <b>property damage to your product</b> arising out of it or any part of it; however, this exclusion will not apply to <b>property damage</b> arising out of the use of an elevator at premises <b>you</b> own, rent, or occupy, but any payments <b>we</b> make for such <b>property damage</b> will be subject to the Elevator Liability Sublimit.   |
| Damage to your work         | 5. <b>property damage to your work</b> arising out of it or any part of it and included in the <b>products-completed operations hazard</b> ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on <b>your</b> behalf by a subcontractor.   |
| Expected or intended Injury | 6. <b>bodily injury</b> or <b>property damage</b> expected or intended from the standpoint of any <b>insured</b> ; however, this exclusion will not apply to <b>bodily injury</b> or <b>property damage</b> resulting from the use of reasonable force to protect persons or property.   |
| Injury to employee          | 7. <ul style="list-style-type: none"> <li>a. <b>bodily injury to your employee</b> arising out of and in the course and scope of employment by <b>you</b> or while performing duties related to the conduct of <b>your</b> business; or</li> <li>b. <b>bodily injury</b> to the spouse, child, parent, brother, or sister of such <b>employee</b> as a consequence of any <b>bodily injury</b> described in paragraph 7.a above.</li> </ul> <p>This exclusion will apply:</p> <ul style="list-style-type: none"> <li>a. whether <b>you</b> may be liable as an employer or in any other capacity; and</li> <li>b. to any obligation to share <b>damages</b> with or repay someone else who must pay <b>damages</b> because of any injury described in paragraphs 7.a and 7.b above.</li> </ul> <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> <li>a. liability for <b>damages you</b> assume in an <b>insured contract</b>; or</li> <li>b. <b>bodily injury</b> arising out of and in the course and scope of domestic employment by <b>you</b>, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.</li> </ul> |
| Liquor liability            | 8. <b>bodily injury</b> or <b>property damage</b> for which <b>you</b> may be held liable by reason of: <ul style="list-style-type: none"> <li>a. causing or contributing to the intoxication of any person;</li> </ul>  |

## General Liability Coverage Part (Occurrence)

- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
  - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury or property damage** which:
- a. **you**;
  - b. any **insured** listed in A through E of Section III. Who is an insured; or
  - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

**Bodily injury** or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

### B. Personal and advertising injury exclusions

**We** will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

- Breach of contract 1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
- Failure to conform to statements 2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.
- Insureds in media and internet type businesses 3. committed by any **insured** whose business is:
  - a. advertising, broadcasting, publishing, or telecasting;
  - b. designing or determining content of websites for others; or
  - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

## General Liability Coverage Part (Occurrence)

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

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

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|---|--|
| Knowing violation of rights of another        | 4. caused by <b>you</b> or at <b>your</b> direction with knowledge the act would violate the rights of another and would inflict <b>personal and advertising injury</b> .  |
| Material published prior to policy period     | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the <b>policy period</b> .   |
| Material published with knowledge of falsity  | 6. based upon or arising out of oral or written publication of material by <b>you</b> or at <b>your</b> direction with knowledge of its falsity.   |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in <b>your</b> email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices                   | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in <b>your advertisement</b> .   |

### C. Medical payments exclusions

**We** will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

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|---------------------------------------|--|
| Athletic activities                   | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an <b>insured</b> injured while participating in an amateur athletic activity <b>you</b> sponsor. |
| Injury on normally occupied premises  | 2. to any person injured on that part of any premises <b>you</b> own or rent that the person normally occupies.  |
| Injury to you                         | 3. to <b>you</b> or any person hired to work for or on behalf of <b>you</b> or <b>your</b> tenant; however, this exclusion will not apply to a <b>volunteer worker</b> .   |
| Products-completed operations hazard  | 4. included in the <b>products-completed operations hazard</b> .   |
| Workers' compensation or similar laws | 5. to any person, whether or not <b>your employee</b> , if benefits for such <b>bodily injury</b> are payable or must be provided under any workers' compensation, disability benefits, or any similar law.  |

### D. Exclusions applicable to the entire general liability coverage part

**We** will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

- |                   |  |
|-------------------|--|
| Asbestos          | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> <li>a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of <b>biological agents</b>; or</li> <li>b. any:</li> </ul>  |

## General Liability Coverage Part (Occurrence)

- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
- (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease 3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:
- supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
  - testing for a communicable disease;
  - failure to prevent the spread of the disease; or
  - failure to report the disease to authorities.
- Contractual liability 4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:
- you** would have in the absence of such contract or agreement; or
  - assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud 5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites 6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data 7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability 8. based upon or arising out of any actual or alleged:
- obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
  - liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
  - harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,
- including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.
- This exclusion will apply:
- whether **you** may be liable as an employer or in any other capacity; and
  - to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit 9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

- Intellectual property
10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- However, this exclusion will not apply to:
- a. the use of another's advertising idea in **your advertisement**; or
  - b. infringement of copyright, trade dress, or slogan in **your advertisement**.
- Lead
11. based upon or arising out of:
- a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
  - b. any:
    - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
    - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.
- Pollution
12. based upon or arising out of:
- a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
    - (1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
      - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
      - (b) **bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
      - (c) **bodily injury** or **property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
    - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
    - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
    - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
      - (a) **bodily injury** or **property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal

electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them.

This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
  - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. any:
- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
  - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

### Privacy

13. based upon or arising out of any actual or alleged:
- a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
  - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

### Professional services

14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

### Recall of products, work, or impaired property

15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
- a. **your product**;
  - b. **your work**; or
  - c. **impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

### Silica

16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.

Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner’s permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

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## VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

### Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

### Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

### Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

### Biological agents

means any:

1.
  - a. bacteria;
  - b. mildew, mold, or fungi;
  - c. other microorganisms; or
  - d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

### Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

### Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

## General Liability Coverage Part (Occurrence)

|                           |  |
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| <b>Claim expenses</b>     | means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b> .   |
| <b>Coverage territory</b> | means anywhere in the world, but this Coverage Part will apply only to a <b>claim</b> brought in the United States, its territories or possessions, or Canada.   |
| <b>Damages</b>            | <p>means any monetary amount <b>you</b> are ordered to pay by a court, or by an arbitrator in an arbitration to which <b>we</b> have consented.</p> <p>However, <b>damages</b> does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p><b>Damages</b> because of <b>bodily injury</b> includes care, loss, or services, or death resulting at any time from the <b>bodily injury</b>.</p>  |
| <b>Employee</b>           | means any person employed by <b>you</b> , including any <b>leased worker</b> , but does not include a <b>temporary worker</b> .  |
| <b>Hostile fire</b>       | means a fire that becomes uncontrollable or breaks out from where it was intended to be.   |
| <b>Impaired property</b>  | <p>means tangible property, other than <b>your product</b> or <b>your work</b>, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"><li>1. it incorporates <b>your product</b> or <b>your work</b> that is known or thought to be defective, deficient, inadequate, or dangerous; or</li><li>2. <b>you</b> have failed to fulfill the terms or conditions of a contract or agreement;</li></ol> <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"><li>1. the repair, replacement, adjustment, or removal of <b>your product</b> or <b>your work</b>; or</li><li>2. <b>your</b> fulfilling the terms or conditions of the contract or agreement.</li></ol>  |
| <b>Insured contract</b>   | <p>means:</p> <ol style="list-style-type: none"><li>1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to <b>you</b> or temporarily occupied by <b>you</b> with permission of the owner;</li><li>2. a sidetrack agreement;</li><li>3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;</li><li>4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;</li><li>5. an elevator maintenance agreement; or</li><li>6. any other contract or agreement pertaining to <b>your</b> business (including an indemnification of a municipality in connection with work performed for such municipality) in which <b>you</b> assume the tort liability of another to pay <b>damages</b> sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.</li></ol> <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none"><li>1. that indemnifies a railroad for <b>bodily injury</b> or <b>property damage</b> arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;</li><li>2. that indemnifies an architect, engineer, or surveyor for <b>damages</b> arising out of:<ol style="list-style-type: none"><li>a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or</li><li>b. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or</li></ol></li></ol> |

3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

**Lead** means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

**Leased worker** means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

**Loading or unloading** means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

**Loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

**Medical expenses** means reasonable expenses for necessary:

1. first aid administered at the time of an accident;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, professional nursing, and funeral services.

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. power cranes, shovels, loaders, diggers, or drills; or
  - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
  - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
  - a. equipment designed primarily for:
    - (1) snow removal;
    - (2) road maintenance, but not construction or resurfacing; or
    - (3) street clearing or cleaning;
  - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

## General Liability Coverage Part (Occurrence)

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

|   |   |
|---|---|
| <b>Occurrence</b>                           | means an accident arising out of <b>your</b> business operations, including continuous or repeated exposure to substantially the same general harmful conditions.   |
| <b>Officer</b>                              | means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.  |
| <b>Personal and advertising injury</b>      | means injury, including consequential <b>bodily injury</b> , arising out of one or more of the following offenses: <ol style="list-style-type: none"><li>1. false arrest, detention, or imprisonment;</li><li>2. malicious prosecution;</li><li>3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;</li><li>4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;</li><li>5. oral or written publication, in any manner, of material that violates a person's right to privacy;</li><li>6. the use of another's advertising idea in <b>your advertisement</b>; or</li><li>7. infringement of copyright, trademark, trade dress, or slogan in <b>your advertisement</b>.</li></ol>  |
| <b>Pollutants</b>                           | means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.  |
| <b>Products-completed operations hazard</b> | <ol style="list-style-type: none"><li>1. includes all <b>bodily injury</b> and <b>property damage</b> taking place away from premises owned, occupied by, loaned, or rented to <b>you</b> and arising out of <b>your product</b> or <b>your work</b>, except:<ol style="list-style-type: none"><li>a. products that are still in <b>your</b> physical possession; or</li><li>b. work that has not yet been completed or abandoned. However, <b>your work</b> will be deemed completed at the earliest of the following times:<ol style="list-style-type: none"><li>(1) when all of the work called for in <b>your</b> contract or agreement has been completed;</li><li>(2) when all of the work to be performed at the site has been completed, if <b>your</b> contract or agreement calls for work at more than one site; or</li><li>(3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.</li></ol>Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed; and</li></ol></li><li>2. does not include <b>bodily injury</b> or <b>property damage</b> arising out of:<ol style="list-style-type: none"><li>a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to <b>you</b> and that condition was created by the <b>loading or unloading</b> of that vehicle by <b>you</b>; or</li><li>b. the existence of tools, uninstalled equipment, or abandoned or unused materials.</li></ol></li></ol> |
| <b>Professional services</b>                | means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.  |

## General Liability Coverage Part (Occurrence)

- Property damage** means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.
- Tangible property does not include any software, data, or other information in electronic form.
- Retention** means the amount stated as such under the General Liability Coverage Part section of the Declarations.
- Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.
- Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.
- You, your, or insured** means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.
- Your product**
1. means any:
    - a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
      - (1) **you**;
      - (2) others trading under **your** name; or
      - (3) a person or organization whose assets or business **you** have acquired; and
    - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
  2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
    - b. the providing of or failure to provide instructions or warnings; and
  3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.
- Your work**
1. means:
    - a. work or operations performed by **you** or on **your** behalf; and
    - b. materials, parts, or equipment furnished in connection with such work or operations; and
  2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
    - b. the providing of or failure to provide instructions or warnings.

**A seamless integrated insurance solution for professionals.**

Please read this wording, together with any **endorsements** and the declarations, very carefully. If anything is not correct, please notify **us** immediately. Please note the full extent of your and our rights and duties.

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**Our promise to you**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

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**Your policy documents****Declarations Page**

This contains a summary of policy information including the limits of liability and retention amounts you have selected.

**General Terms and Conditions**

This contains terms and conditions which apply to the policy in its entirety, subject to any policy endorsements.

**Coverage Parts**

This contains terms and conditions which apply only to the coverage part in which they appear.

**Endorsements**

These documents modify the declarations page, general terms and conditions and/or coverage parts.

**Notices**

These documents provide information that may affect your coverage as required by your state.

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**Complimentary risk management services**

As a complimentary service to this policy, we are pleased to provide a free confidential risk management and loss prevention service, consisting of an initial consultation and up to 1-hour of legal services to assist you in better understanding and minimizing risks that commonly lead to the types of claims covered under this policy. If you have a question about minimizing these types of liability risks in your business, please email your question to us at [riskmanagement@hiscox.com](mailto:riskmanagement@hiscox.com), along with your policy number. A Hiscox representative will get back to you within 1 (one) business day with a referral to a nationally recognized law firm with a practice specifically focused on your industry.

Please note that any inquiries made to this service will not constitute a notice of claim or potential claim under your policy. For all claim or potential claim matters, please follow the notification provisions in this policy. Please also note that this service is not intended to respond to questions regarding your insurance policy or coverage. For all such inquiries, please contact your agent or broker.

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**Reporting a claim**

Please inform us immediately if you have a claim or loss to report and refer to the Coverage Module claim reporting provisions for further details.

Email: [hiscoxclaims@hiscox.com](mailto:hiscoxclaims@hiscox.com)