

DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2026-2027

THIS AGREEMENT is entered into effective July 1, 2026, by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation (the "DCCP").

RECITALS

WHEREAS, the City desires to obtain certain enhanced municipal services for a portion of the downtown area of Chandler, and, pursuant to the authority granted under Section 48-575 of the Arizona Revised Statutes, has established the Downtown Chandler Enhanced Municipal Services District by Resolution No. 3905 to fund such services within the geographic area described therein and depicted in attached Exhibit "A" (the "District"), and has established an assessment for properties within the District to fund such enhanced services; and

WHEREAS, the DCCP is willing and able and desires to provide such enhanced municipal services for the District;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties contained herein, each of them does hereby covenant and agree with the other as follows:

SECTION 1 **SCOPE OF SERVICES**

1.1. **Purpose.** The purpose of this Agreement is to establish and carry out a strategy for providing enhanced municipal services within the District, including marketing and promotion, safety and beautification, and management assistance so as to increase the economic and civic value of the downtown area of Chandler.

1.2. **Description of Services.** During the term of this Agreement and in order to further the purpose of this Agreement, the DCCP shall perform the enhanced municipal services described in attached Exhibit "B", which at a minimum shall include the services described in Sections 1.3 through 1.5 below.

1.3. **Marketing and Promotions.** The DCCP shall promote the District, including all of its individual market and geographic segments, through the development and implementation of a, including but not limited to: publications; facilitating the production by others of special events and festivals; and advertising and publicity.

1.4. **Safety and Beautification.** The DCCP shall implement programs that clean the physical environment of the District, thereby enhancing public safety services. In addition, the DCCP shall provide supplemental projects including street banners, informational directories, building light lines and annual holiday light displays. Additionally, the DCCP shall regularly communicate with the City on general maintenance and beautification to ensure a well-maintained and appealing atmosphere.

1.5. **Downtown Management Assistance.** The DCCP shall be the point of contact on a daily basis for issues affecting District ratepayers so that matters can be coordinated with the City and addressed appropriately.

1.6. **Compliance with Laws.** In providing any and all of the services described in this Agreement, the DCCP shall comply with all applicable laws, ordinances and codes of the United States, the State of Arizona, and the City of Chandler.

1.7. **General Administration.** The DCCP shall maintain high standards in the conduct of its internal and external business affairs, and shall maintain a high public integrity.

1.8. **Coordination With The City.** In order that this Agreement may be considered for renewal for fiscal year 2026-2027, the DCCP shall:

a. Provide, for approval by the City, (i) any recommended modifications to the description of the scope of services described in attached Exhibit “B” or otherwise described in this section 1 of this Agreement, (ii) a detailed operating budget that meets the modified scope of services, (iii) an accounting of anticipated and existing carryforward and how it will be utilized during the timeframe of this agreement. The proposed modifications and the operating budget including carryforward shall be submitted to the City by March 26, 2026, and the City shall take action on both items on May 21, 2026.

b. Provide, for the term of this Agreement, the DCCP shall provide two progress reports to the City in the months of January and June of each year, to include information on relevant topics such as events, attendance, hours devoted to clean and safe activities, marketing reach, etc.

c. Provide monthly financial statements and an independent audit report (every other year) of expenditures and program compliance within one hundred twenty (120) days following the end of the fiscal year covered by this Agreement and within ninety (90) days following the termination of this Agreement. The year the audit is not conducted, a financial review will be completed. The City may also choose to perform its own audit. The financial statements and audit shall utilize fund accounting and distinguish between restricted and unrestricted revenues per the Financial Accounting Standards Board Accounting Standards Codification (ASC) 958 as follows:

1. *Unrestricted Net Assets:* Those funds that have no donor or contributor stipulations. These include member dues and prior savings from pre-District fundraising done by DCCP. If this contract is not renewed, all funds in this category are retained by the DCCP.

2. *Temporarily Restricted Net Assets:* Those funds that have donor-imposed restrictions that can be fulfilled in one of two ways – passage of a defined period of time (time restricted) or by performing defined activities (purpose restricted). This includes assessment revenues, the voluntary City contribution, sponsorships, and event income for those events funded and/or staffed by the District. Temporarily restricted assets may only be used for District purposes in line with the duties outlined in Sections 1.3 through 1.5, not general DCCP purposes. Any monies

carried forward in to the next fiscal year from this category, will remain in this classification. If this contract is not renewed, all funds in this category must be returned to the City.

3. *Permanently Restricted Net Assets*: Those funds that are donated for a specific and restricted use, such as an endowment. Currently, no such assets exist in the District and disposition of any funds secured during the term of this contract will be decided between the parties.

d. Provide assistance to the Maricopa County Assessor, the Maricopa County Treasurer, and the City in the assessment of the District. DCCP shall be responsible for maintaining an accurate roll of land use and property ownership information, the development of proposed assessment lists, and the scheduling of events leading to assessment hearings and other appropriate public hearings and notifications to be conducted during the fiscal year covered by this Agreement for the next fiscal year.

1.9. **Continuance of City Service Levels.** The City shall continue to provide within the District the same level of municipal services as described in attached Exhibit “C”.

SECTION 2 EFFECTIVE DATE

2.1. **Term.** This Agreement shall be for the City’s fiscal year beginning July 1, 2025 and ending June 30, 2026.

SECTION 3 COMPENSATION

3.1. **Remittance of Assessments.** The City agrees to remit to the DCCP, for the services to be rendered by it under this Agreement, an amount equal to the annual assessment of the Chandler Enhanced Municipal Services District as collected and distributed by the Maricopa County Treasurer for fiscal year 2025-2026. Payments by the City shall be made to the DCCP when received by the City from the Maricopa County Treasurer.

3.2. **Voluntary Contribution.** The City shall pay to the DCCP a voluntary contribution of \$137,530.05 (One hundred thirty-seven thousand, five hundred and thirty dollars).in two equal installments, the first on or before July 15, 2026, and the second on or before January 15, 2027.

3.3 **Reserve Fund.** The DCCP shall establish a contingency fund as a reserve to use as operating funds for fiscal year 2026-2027. The reserve will be sufficient enough to use as operating funds until such time that the City receives assessment funds from Maricopa County. The DCCP Board may set and carry a reserve level not to exceed 20% of that years’ assessment. If the DCCP Board wishes to accumulate funds for a specific project in addition to the 20% reserve, a written proposal may be submitted to the City for consideration. Upon City approval, Temporarily Restricted Funds may be earmarked for the project; however, if the project does not move forward in the agreed upon timeframe, the monies will be returned to the general Temporarily Restricted Funds and the reserve spent down.

SECTION 4
INSURANCE AND INDEMNIFICATION

4.1 **Indemnification:** The DCCP agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs or actions of any kind and nature resulting from personal injury (including bodily injury and death) to any person, including employees of the DCCP or any subcontractor or consultant of the DCCP employed by the DCCP, or damage to any property, arising or alleged to have arisen out of the negligent performance of the DCCP for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. It is the intention of the parties to this contract that the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

4.2 **Insurance:** The DCCP shall provide insurance coverage in the amount and type, and subject to the conditions, as shown in the certificate of insurance in the attached Exhibit "D".

SECTION 5
TERMINATION

5.1. **Automatic Termination.** This Agreement shall terminate automatically if either of two conditions applies:

- a. At the end of the fiscal year covered by this Agreement if the DCCP budget is not approved and/or renewal of the Agreement is not approved by the Chandler City Council.
- b. The DCCP ceases to exist.

5.2. **Optional Termination.** Either party may terminate this Agreement during its term upon giving the other party at least sixty (60) days written notice of such desired termination.

5.3. **Effect of Early Termination.** Upon early termination of this Agreement, the assets of the DCCP shall become the assets of the City, with the exception of the verified Unrestricted Net Assets, and the City's voluntary contribution shall be terminated immediately.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. **Binding Agreement; Assignment:** This Agreement shall be binding upon the successors and assigns of the parties. However, no party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other party.

6.2. **Notices:** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, return receipt requested, pre-paid to the parties as specified below.

If to the City: City of Chandler
 City Manager's Office
 Mail Stop 605
 P.O. Box 4008
 Chandler, AZ 85244-4008

 City of Chandler
 Cultural Development
 Mail Stop 498
 P.O. Box 4008
 Chandler, AZ 85244-4008

If to the DCCP: Downtown Chandler Community Partnership
 178 W. Boston St.
 Chandler, AZ 85225

6.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

6.4. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.5. **Attorney's Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorney's fees, which shall be determined by the court and not by the jury.

6.6. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the City has caused this agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and DCCP has signed the same on or as of the day and year first written above.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney TA

DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation

By: _____
Megan Schmidt, Chair

ATTEST:

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

City Clerk

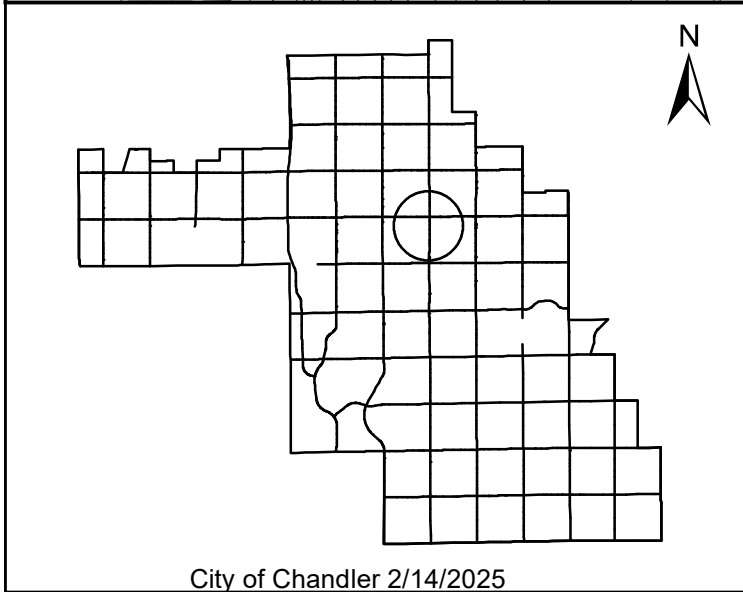
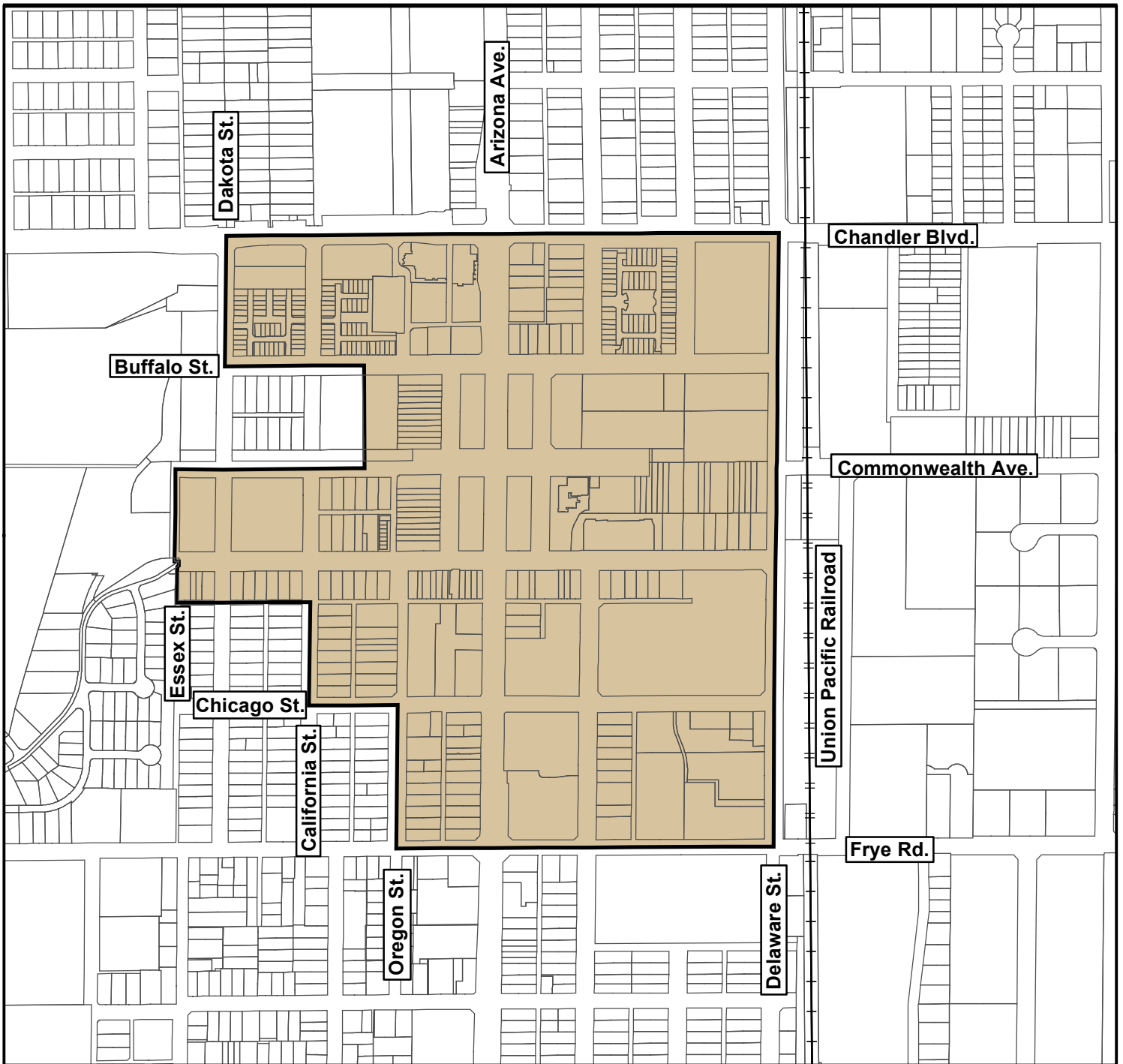
APPROVED AS TO FORM:

City Attorney

DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation

By: 
Megan Schmidt, Chair

ATTEST:



Boundary Map

Exhibit A

- City of Chandler Enhanced Municipal Services District
- Parcels
- Railroad

0 300 600 1,200

Feet

Exhibit B



Downtown Chandler Community Partnership 2026-27 Work Plan

1. Marketing and Promotion

A. Promotional Events/Programs

- Seasonal Events and Promotions: Winter, Spring, Summer, Fall
- Management, planning, programming, and marketing the Farmers Market
- Farmers Market provides coupons for seniors and manages the WIC Program for financially struggling families. We served more than 500 families in 2024/2025.
- Signature Events: Sippin' Santa's, Brunch Crawl, Holiday Magic Featuring Sugarland, Wedding Walk, Prancer's Pajama Party, Channel Your Chill, Third Thursday event series, DollarMania.
- Holiday campaign
- Small Business Saturday
- Holiday Décor/Seasonal Lighting
- Event Partnerships – Fine Arts and Wine Festival, BBQ Festival, Smoke in the Desert, Roktoberfest, Chandler Pride, Corvette Club of Arizona, Cars & Coffee, Taco Festival.
- Serve on City Special Events Committee
- Micro Events: Weekly smaller events to bring diverse visitors during different days and times of the week. Including Sunset Yoga, Board Games on Boston, Run Club, Book Club, Vision Boards for New Year, Vinyl Swap.
- Amplify through PR- businesses within district and Downtown as a destination.

B. Downtown Marketing and Communications

- Downtown map/brochures kept current and regularly updated
- Seasonal Promotional Campaigns- Channel Your Chill, Stay & Play, Weekend Wedding Experience
- Brand Campaign – Downtown Live!
- Monthly Newsletters – Downtown Update (Stakeholders) and Downtown Dish (public) with more than 22,000 subscribers
- Special Event Notifications/communications
- Website kept current and regularly updated
- Promote downtown parking options, both surface and garage
- Social media to include Facebook, Instagram, TikTok
- Kiosks/banners kept current and regularly updated

Exhibit B

- Collaborative marketing with downtown businesses
- Online event calendar kept current regularly updated
- Assist City in Communication efforts with Downtown Businesses and Property Owners
- Partner with Visit Chandler to participate and/or attend tourism opportunities

2. Safety and Beautification

- Clean Team Services - 7 days a week – minimum 56 hours
- Ambassador Program - 2-3-month pilot program on the weekends during high visitor season.
- Add flags in planters throughout downtown during patriotic holidays.
- Provide downtown activations to attract additional visitors.
- Partner with Connections and Impact, Library, Cultural Development, and other departments to add holiday wreaths to the park.
- Replace and update roof top lighting.
- Partner with various groups to incorporate arts in the downtown, and local artists to wrap utility boxes.
- Collaborate with the City's Homeless Navigation team to report incidents and/or concerns.
- Collaborate with Chandler Police and the Real Time Crime Lab to promote public safety.
- Collaborate with Visit Chandler and Economic Development
- Increase pressure washing throughout downtown outside of city's weekly pressure washing areas as needed.

3. Downtown Management

- 6-Downtown Stakeholders Meetings
- Minimum 9 Board Meetings
- Strategic Plan
- Annual Satisfaction survey
- Monthly Financials
- Bi-annual audit/compilation (odd years)
- Annual Meeting
- Annual Report
- DCCP Workplan
- DCCP Budget
- Advocate for Downtown projects, businesses and property owners
- Liaison between stakeholders/City
- Attend various meetings/celebrations
- Fundraising efforts for Special Programs/Projects
- Work on strategies to address pop-up vendors (licensed and unlicensed), nonprofits, and other organizations under the city colonnade.

EXHIBIT C
CITY SERVICES PROVIDED IN DOWNTOWN
FY2026-27

City Services to Be Provided to Downtown

Downtown Redevelopment Staff
(Non-exhaustive list of responsibilities)

- Manage all economic development activities in Downtown Chandler, including, but not limited to:
 - Business recruitment, retention, and expansion assistance
 - Deployment of City-owned land for redevelopment projects through the request for proposal process
 - Management and negotiation of development agreements
 - Serving as a liaison between the downtown business community and the City of Chandler
 - Providing research services and analyzing relevant economic data
- Initiate and implement the various projects and activities of the City's Downtown program including, but not limited to:
 - Coordinating and leading City Capital Improvement Projects throughout Downtown Chandler
 - Coordinating maintenance tasks within the physical environment throughout Downtown Chandler
 - Leading and coordinating the implementation of various new improvements
 - Coordinating with the City's Communication and Public Affairs Department to create marketing content for Downtown and city owned events
 - Leverage best practices for the implementation of placemaking projects
- Serve as the liaison between the Downtown Chandler Community Partnership and the City of Chandler
- Coordinate across City departments and the Downtown Chandler community to address quality of life issues

Additional Agreements

- The DCCP would have the first right of refusal for The Arizona Office of Tourism if Economic Development - Tourism Division (Visit Chandler) is not applying for any grant opportunities. The City will work with the DCCP for submittal.
- The DCCP has the ability to request use of the Gateway Banner when not in use by an upcoming permitted event if it is a DCCP sponsored event that benefits the downtown as a whole and not one specific business regardless of whether a permit is needed or not.

- DCCP has been granted one storage unit in which to store their special event and cleaning equipment.
- Use of Courtyard (astroturf area between Crust and SanTan Brewery)
 - DCCP will provide “micro-events”, generally under 20 (but not limited to) attendees, to encourage small, focused events in the area known as the Courtyard, drawing visitors to the downtown area.
 - DCCP will fill out a special event application on a quarterly basis for an approval of all micro-events over the three-month period.
 - DCCP will provide the application, including a list of dates/times and names of such events, at least 30 days ahead of the approaching quarter.
 - DCCP will provide all permits needed, if applicable
- Use of east side of Dr. A.J. Chandler Park – Stage Plaza and waiving of hourly park space rental fees:
 - Due to Dr. A.J. Chandler Park renovations throughout the 2026 calendar year, the DCCP shall be granted use of the stage plaza area for programming historically held on the west side of the park. The following events’ hourly park space rental fees will be waived as long as they are sponsored by the DCCP: Fine Art and Wine Festival, Corvettes in the Park, Chevy Cars, and Prancers Pajama Party.
 - In addition, the City shall waive hourly park space rental fees for up to 6 events in the stage plaza area throughout the year that may include, but not limited to, Barbeque and Beer Festival, Octoberfest, Reunion Truck Show, and Pacific Islander Festival.
 - The DCCP is responsible for submitting applications necessary to hold the date for each event.

Downtown Redevelopment Operations

- **Cleaning Maintenance**
 - Power washing under colonnades once per week and on Arizona Ave and Breezeway and other identified areas every two weeks. (Map available upon request)
 - Breezeway maintenance and cleaning task as needed.
- **Routine Maintenance Task**
 - Re-planting (approximately April/October), weeding and fertilizing twice per year flowers and plants in Downtown Area.
 - Maintain flowerpots on Boston Street and the flowers along Arizona Ave.
 - Daily morning and afternoon rounds focusing on safety, debris and maintenance concerns (Monday – Friday)
 - Monitor and report graffiti, shopping carts, illegal dumping, and collaborating with our homeless navigators.
 - Maintain Banners along Arizona Ave

- Work with vendors for maintenance repairs.
- Responsible for the painting and general maintenance of the Sternberg's.
- Maintain LED light strips along edge of colonnade

City of Chandler Police Department

- Traditional-type patrol officers are assigned to the area in marked police cars to respond to routine calls for service.
- The bicycle team is available for enforcement in Downtown Chandler.
- Crime prevention personnel are available to offer advice regarding crime prevention through environmental design and/or business practice.
- Specialized enforcement as needed for criminal activity.

City of Chandler Public Works Department

- Perform street sweeping weekly
- Inspect storm drains and inlets twice annually and clean as needed
- Perform concrete and asphalt repairs as needed
- Inspect pavement markings once per year and redo as needed
- Repair, replace, and install traffic signs as needed

City of Chandler Parks Department

A.J. Chandler Park

- Maintain A.J. Chandler Park including mowing, fertilizing and watering of grass, maintenance of trees and other plant material and cleaning open space ramada areas including maintenance of landscaped medians.
- Responsible for the up lighting in the downtown area.
- Sidewalk Maintenance and cleaning and emptying of trash cans daily as well as other tasks as needed.
- Landscaping Behind San Marco Place Storefronts
 - Pick up trash twice per week
 - Prune shrubs six times per year
- Breezeway Cleaning
 - Pick up trash daily

City of Chandler Building and Facilities Department

Colonnade, Lighting & Repairs

- Pay for annual electrical APS utility costs on existing lighting.

- Perform colonnade lighting repairs including light bulb, ballast, lenses, breaker repair and replacement on existing lighting including gooseneck lighting and Sternbergs.

Parking Lot and Parking Garages Sweeping

- Sweep city parking lots/courts with motor sweeper monthly.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ELITE GENERAL LIABILITY WRAP

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

The following is a summary of the coverages provided in this endorsement. This endorsement is applicable only to those premises described in the Declarations.

SCHEDULE

Coverage	Limit
I. Coverage Extensions	
A. Broadened Medical Payments	Amended
B. Extended Property Damage	Included
C. Non-Owned Aircraft Hired With Crew	Included
D. Non-Owned Watercraft	Less Than 65 Feet
E. Personal And Advertising Injury – Broad Form	Included
II. Automatic Additional Insureds	
A. Additional Insured By Written Agreement	Included
B. Building Owner	Included
C. Co-Owner Of Insured Premises	Included
D. Concessionaires Trading Under Your Name	Included
E. Franchisor	Included
F. Funding Source	Included
G. Grantor Of Permits	Included
H. Lessor Of Leased Equipment	Included
I. Mortgagee, Assignee Or Receiver	Included
J. Owners Or Other Interests From Whom Land Has Been Leased	Included
K. State Or Political Subdivisions	Included
III. Broadened Definition Of Insured	
A. Broadened Named Insured	Included
B. Limited Fellow Employee	Included
IV. Supplementary Payments Increased Limits	Included
V. Supplementary Payments Extensions	
A. Business Travel Accident Benefit	\$75,000
B. Catastrophe Employee Care Costs	\$150,000
C. Conference Cancellation	\$25,000
D. Emergency Real Estate Consulting Fee	\$75,000
E. Employee Or Volunteer Indemnification Defense Coverage	\$25,000
F. Fundraising Event Blackout	\$50,000
G. Identity Theft Expense	\$75,000
H. Image Restoration And Counseling	\$75,000
I. Kidnap Expense	\$75,000
J. Political Unrest	\$75,000
K. Temporary Meeting Space Expense	\$50,000
L. Terrorism Travel Reimbursement	\$75,000
M. Travel Delay Reimbursement	\$3,000
N. Unpaid Donation Pledges	\$75,000
VI. Conditions	
A. Duties After Loss Redefined	Included
B. Primary And Noncontributory	Included
C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
VII. Definitions	
A. Bodily Injured Redefined	Included
B. Mobile Equipment Amendment	Included
VIII. Unintentional Failure To Disclose	Included

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

I. Coverage Extensions

A. Broadened Medical Payments

If Medical Expense Payments coverage applies:

1. SECTION I – COVERAGES; COVERAGE C - MEDICAL PAYMENTS on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

The reporting period as shown in paragraph 1.a.(3)(b) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.

2. The Medical Expense Limit is amended to the amount shown on the Declarations.

B. Extended Property Damage

1. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; a. Expected Or Intended Injury on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

Expected Or Intended Injury

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

2. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; j. Damage to Property on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy. For the purposes of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

The insurance afforded by this provision is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such insurance is primary, excess, contingent or issued on any other basis.

C. Non-Owned Aircraft Hired With Crew

1. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto Or Watercraft on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM does not apply to an aircraft that is:
 - a. Not owned by any insured; and
 - b. Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your “employees”.
2. This coverage does not apply if there is any other insurance for “bodily injury” or “property damage” liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

D. Non-Owned Watercraft

1. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto Or Watercraft; Paragraph (2) on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:
 - (2) A watercraft you do not own that is:
 - (a) Less than 65 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. This coverage applies to any person who, with your expressed or implied consent, either uses or is

responsible for the use of a watercraft.

3. This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

E. Personal And Advertising Injury – Broad Form

If "Personal and Advertising Injury" coverage applies:

1. SECTION I – COVERAGES; COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY;
2. Exclusions; e. Contractual Liability on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

e. Contractual Liability

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

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The liability pertains to your business and is assumed in a signed agreement; and
 - (b) The "personal and advertising injury" occurs subsequent to the execution of the signed agreement.
2. SECTION V – DEFINITIONS; 14. "Personal and Advertising Injury" on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add:

Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:

 - (1) Not done intentionally by or at the direction of:
 - (a) You; or
 - (b) Any of your officers, directors, stockholders, partners, managers, or members.
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
 3. SECTION V – DEFINITIONS; 14. "Personal and Advertising Injury"; Paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:
 - b. Malicious prosecution or abuse of process;

II. Automatic Additional Insureds

SECTION II – WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include as an additional insured:

A. Additional Insured By Written Agreement

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your

operations for that additional insured are completed.

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the written agreement between the parties or the limits provided by this policy.

B. Building Owner

The owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

C. Co-Owner Of Insured Premises

Any co-owner of a premises co-owned by you and covered under this insurance whom you agree in a written agreement to include as additional insured, but only with respect to the co-owner's liability as co-owner of such premises.

D. Concessionaires Trading Under Your Name

Any concessionaires trading under your name whom you agree in a written agreement to include as additional insured, but only with respect to their liability as a concessionaire trading under your name.

E. Franchisor

Any person or organization whom you agree in a written agreement to include as additional insured, but only with respect to their liability as grantor of a franchise to you.

F. Funding Source

Any person or organization whom you agree in a written agreement to include as additional insured, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

G. Grantors Of Permits

Any state or governmental agency or subdivision or political subdivision whom you agree in a written agreement to include as additional insured, subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away operations, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

H. Lessor Of Leased Equipment

1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

I. Mortgagee, Assignee Or Receiver

Any mortgagee, assignee or receiver whom you agree in a written agreement to include as additional insured, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new construction, or demolition operations performed by or for such additional insured.

J. Owners Or Other Interests From Whom Land Has Been Leased

1. Any owners or other interests from whom land has been leased whom you agree in a written agreement to include as additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land.
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

K. State Or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision whom you agree in a written agreement to include as additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

III. Broadened Definition Of Insured

SECTION II – WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add:

A. Broadened Named Insured

Any organization which you control and actively manage, and have agreed in writing on or after the effective date of this policy to name them as additional insured. However, no such organization is an insured under this endorsement who is also an insured under another policy; or would have been an insured under another policy but for its termination or exhaustion of its limits of insurance.

B. Limited Fellow Employee

The who are not insureds in Item 2.a.(1)(a), with respect to co-"employee" does not apply to your managers and supervisors who are your "employees" while in the course of employment by you and performing duties related to the conduct of your business.

IV. Supplementary Payments Increased Limits

SECTION I – COVERAGES; SUPPLEMENTARY PAYMENTS – COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$5,000; and
2. Item 1.d., actual loss of earnings is changed to \$1,000 a day.

V. Supplementary Payments Extensions

SECTION I – COVERAGES; SUPPLEMENTARY PAYMENTS – COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add the following:

At the insured's request, we will reimburse:

A. Business Travel Accident Benefit

The insured if your current director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

1. For the purposes of this SUPPLEMENTARY PAYMENT, injury means:
 - a. Physical injury to the body caused by violence, fracture, or an accident that results in loss of life not later than 180 days after the policy expiration, the date of cancellation or the date of non-renewal;
 - b. Accidental loss of limbs or multiple fingers; or
 - c. Total loss of sight, speech or hearing.
2. The Business Travel Accident Benefit shall not be payable if the cause of the injury or death was:
 - a. An intentional act by the insured;
 - b. An act of suicide or attempted suicide;
 - c. An act of war; or
 - d. A disease process.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

B. Catastrophe Employee Care Costs

1. The insured for employee care expenses incurred, but not reimbursable by any other source, as described below for covered "catastrophic events" or by a fatal accident:
 - a. On premises you own or rent;
 - b. On ways next to premises you own or rent; or

c. Because of your operations;

Provided that:

- (1) The “catastrophic event” takes place in the “coverage territory” and during the policy period;
- (2) The expenses are incurred by you within 90 days of the accident and reported to us within 90 days of being incurred (90 day period for reporting expenses is not applicable in Missouri); and
- (3) The determination of “catastrophic event” is approved by us prior to incurring the covered employee care expenses.

We will make these payments for each “catastrophic event” as described in this provision. The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

2. We will pay reasonable expenses for:
 - a. Counseling services for “employees” and “volunteer workers”;
 - b. Increased security guard services;
 - c. Public relations consultants;
 - d. Security consultant services; or
 - e. Any other applicable expense approved by us.

The above additional coverages are applicable at the location linked with the “catastrophic event”.

We will not pay for expenses resulting from “catastrophic events” if benefits are payable or must be provided to any person, whether they are an “employee” or not, under a workers’ compensation or disability benefits law or similar law.

Covered “catastrophic events” include violent or destructive events, other than natural catastrophe, that involve reckless acts by any person without regard for life, and involve physical harm or the threat of physical harm to individual victims who are connected with your operations; and causes emotional distress to “employees”, customers or other individuals directly connected with your operations.

C. Conference Cancellation

The insured for any business-related conference expenses, paid by the insured and not reimbursable by any other source, for a cancelled conference that an “employee” or “volunteer worker” was scheduled to attend and was scheduled to start during the policy period.

With respect to this coverage:

1. The insured “employee” or “volunteer worker” must have registered for the conference at least 30 days prior to the cancellation;
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference; and
3. The cancellation must be ordered during the policy period.

We will not pay for expenses resulting from a cancelled conference that the insured was hosting.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

D. Emergency Real Estate Consulting Fee

The insured for any realtor’s fee or real estate consultant’s fee required because the insured must relocate due to damage to the insured’s primary location during the policy period, which makes that location unusable for more than 72 hours.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

E. Employee Or Volunteer Indemnification Defense Coverage

The Named Insured, at the Named Insured's request, for defense costs incurred by an "employee" or "volunteer worker" in a criminal proceeding if the alleged criminal wrongdoing occurred in the course of the "employee's" or "volunteer worker's" employment by you or while performing duties related to the conduct of your business.

The most we will pay for any "employee" or "volunteer worker" who is alleged to be directly involved in a criminal proceeding is shown on the SCHEDULE above regardless of the number of "employees" or "volunteer workers", claims or "suits" brought or persons or organizations making claims or bringing "suits".

F. Fundraising Event Blackout

The insured for fundraising event expenses that are incurred, and not reimbursable by any other source, due to the cancellation of a fundraising event caused by the lack of electric supply resulting in power outage, provided the fundraising event was originally scheduled to occur during the policy period and is not rescheduled. The fundraising event must have been planned at least 30 days prior to the power outage.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

G. Identity Theft Expense

Any current director or officer of the Named Insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against the director or officer, is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period. The most we will pay under this provision is shown on the SCHEDULE above for all current directors and officers combined per policy period.

For the purposes of this SUPPLEMENTARY PAYMENT the following definitions apply:

"Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

"Identity theft expenses" mean:

1. Costs for notarizing affidavits or similar documents attesting to "identity theft" required by financial institutions or similar credit grantors or credit agencies;
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors related to the "identity theft";
3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to "identity theft"; or
4. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".

H. Image Restoration And Counseling

1. The insured for expenses incurred for image restoration and counseling arising out of "improper acts" by any insured. Covered expenses are limited to:
 - a. The costs of rehabilitation and counseling for the accused Insured, partners, directors, officers, "employees" or "volunteer workers" provided the Insured is not ultimately found guilty of criminal conduct, said reimbursement to occur after acquittal of the Insured.
 - b. The costs, charged by a recruiter or expended on advertising, of replacing an officer as a result of "improper acts"; and
 - c. The costs of restoring the Named Insured's reputation and consumer confidence through image consulting.
2. For the purposes of this SUPPLEMENTARY PAYMENT, the following definition applies:

"Improper acts" means any actual or alleged act of:

- a. Sexual abuse;
- b. Sexual intimacy;
- c. Sexual molestation; and/or
- d. Sexual assault;

committed by any Insured against any natural person who is not an Insured. Such “improper acts” must have been committed by the Insured while in his or her capacity as an insured.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

I. Kidnap Expense

We will pay on behalf of any current director or officer of the Named Insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the Named Insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to your kidnapped director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to 30 days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. 120 days after the last credible evidence following abduction that they are still alive; or
 - d. 12 months after the date of the kidnapping.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

J. Political Unrest

Any current director, officer, “employee” or “volunteer worker” of the Named Insured while traveling outside the United States of America for “emergency evacuation expenses” directly related to the conduct of your business that are incurred as a result of an incident of “political unrest”. The “political unrest” must occur during the policy period. No coverage is granted for travel to countries in a state of “political unrest” at the time of departure of the travel.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definitions apply:

1. “Emergency evacuation expense” means:
 - a. Additional lodging expenses;
 - b. Additional transportation expenses;
 - c. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
 - d. Translation services, message transmittals and other communication expenses;

provided these expenses are not reimbursable by any other source.
2. “Political unrest” means:
 - a. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses

imminent risk to the security of citizens of the United States;

- b. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
- c. A condition of disturbance, turmoil or agitation within a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to closure or inaccessibility of an embassy or consulate or because of a reduction of its staff;

for which either an alert or travel warning has been issued by the United States Department of State.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

K. Temporary Meeting Space Rental

The insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

L. Terrorism Travel Reimbursement

Any current director or officer of the Named Insured for any "emergency travel expenses" incurred, and not reimbursable by any other source, as a result of a "Certified Act of Terrorism" during the policy period.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definitions apply:

"Certified Act of Terrorism" means any act so defined under the Terrorism Risk Insurance Act, including its amendments and extensions.

"Emergency travel expenses" means:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a common carrier resulting directly from and within 48 hours of a Certified Act of Terrorism; and
2. The increased amount incurred in air or train fare which may result from rescheduling comparable transport cancelled by a common carrier in direct response to a Certified Act of Terrorism.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

M. Travel Delay Reimbursement

Any current director or officer for any "non-reimbursable expenses" they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier during the policy period.

For the purposes of this SUPPLEMENTARY PAYMENT, the following definition applies:

"Non-reimbursable expenses" means the following travel-related expenses incurred after a 72 hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined per policy period.

N. Unpaid Donation Pledges

The insured for "unpaid donation pledges". The most we will pay under this provision is shown on the SCHEDULE above for all insureds combined.

1. With respect to any “unpaid donation pledge”, the following applies:
 - a. The donor must not have been in bankruptcy, or have filed for bankruptcy or reorganization in the past seven years prior to the time the pledge was made to the insured;
 - b. For non-cash donation, payment by us of an “unpaid donation pledge” will be based on the fair market value of the non-cash donation at the time of the request for reimbursement;
 - c. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the “unpaid donation pledge”:
 - (1) Neither the natural person donor nor the insured shall have reason to believe the donor would become unemployed or incapacitated subsequent to the pledge date;
 - (2) The donor shall be unemployed or incapacitated for at least 60 days prior to us making payment; and
 - (3) The insured, at the time of the request for reimbursement, must provide written documentation of the donor’s unemployment status.
 - d. No payments will be made by us for any written pledge of funds or other valuable tangible property that is dated prior to the policy period; and
 - e. A donation amount which is to be collected by the insured over more than a 12 month period shall be deemed a single donation commencing from the date of the pledge.
2. For the purposes of this SUPPLEMENTARY PAYMENT the following definition applies:

“Unpaid donations pledges” mean a written notice to the insured during the policy period of:

 - a. The bankruptcy or reorganization of any donor when such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other valuable tangible property to the insured; or
 - b. The unemployment or incapacitation of a natural person donor preventing such donor from honoring a prior written pledge of funds or other valuable tangible property of the insured.

The SUPPLEMENTARY PAYMENTS listed above will not reduce the limits of insurance. However, we will not be obligated to reimburse any insured for any SUPPLEMENTARY PAYMENTS listed above, after the limits of insurance of this policy have been exhausted by the payment of judgments or settlements.

VI. Conditions

A. Duties In The Event Of An Occurrence, Offense, Claim Or Suit

1. Notice of Occurrence or an Offense
 - a. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; Paragraph a. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we are notified of an “occurrence” or an offense only applies when the “occurrence” or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.
2. Notice of claim or “suit”
 - a. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; Paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we receive notice of a claim or “suit” applies only when the claim or “suit” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An officer of the corporation or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Primary And Noncontributory

As respects the coverage provided under this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; Paragraph b. Excess Insurance on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written agreement with an additional insured described in SECTION II of this endorsement specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and, when required, not contributing with any other insurance available to the additional insured which covered that person or organization as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its rights in a written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

VII. Definitions

A. Bodily Injury Redefined

SECTION V – DEFINITIONS; 3. “Bodily injury” on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

3. “Bodily injury” means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

B. Mobile Equipment Amendment

The following is added to the part of SECTION V – DEFINITIONS; 12. “Mobile Equipment” on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM dealing with equipment designed primarily for snow removal, road maintenance, or street cleaning:

But, this section does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight regardless of whether or not they are subject to any compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Self-propelled vehicles of less than 1,000 pounds gross vehicle weight are considered “mobile equipment”.

VIII. Unintentional Failure To Disclose

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by the COMMERCIAL GENERAL LIABILITY COVERAGE FORM will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.