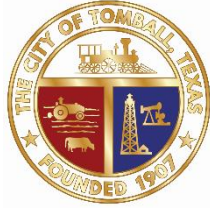


**NOTICE OF SPECIAL TOURISM ADVISORY COMMITTEE MEETING
CITY OF TOMBALL, TEXAS**



**Tuesday, November 09, 2021
6:00 PM**

Notice is hereby given of a meeting of the City of Tomball Tourism Advisory Committee, to be held on Tuesday, November 09, 2021 at 6:00 PM, City Hall Conference Room, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tourism Advisory Committee reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. Approval of Minutes
 - 1. Approve the Minutes of the October 26, 2021 Meeting
- D. New Business
 - 2. Approve Tomball Sister City Organization request for the Amount of \$160,000 for the Tomball German Christmas Market on December 10-12, 2021 and the Tomball German Heritage Festival on March 25-26, 2022.
- E. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5th day

of November 2021 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia
Assistant City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 11/09/2021

Topic:

Approve the Minutes of the October 26, 2021 Meeting

Background:

Origination: City Secretary Office

Recommendation:

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, Asst City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Tracylynn Garcia</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

**MINUTES OF SPECIAL
TOURISM ADVISORY COMMITTEE MEETING
CITY OF TOMBALL, TEXAS**



**Tuesday, October 26, 2021
6:00 P.M.**

- A. The meeting was called to order by Chair Holly Cook. Other Committee members present were:

Paige Cassel
Melanie Sutton
Jeffie Cappadonna
Raymond Francois
Ted Mielke

Absent:

Rodney Hutson
Chris McCall
Steve Hughes

Others present:

City Manager-David Esquivel
Finance Director-Glenn Windsor
Assistant City Secretary - Tracylynn Garcia
Director of Marketing- Mike Baxter

- B. No Public Comments received.
- C. Motion was made by Jeffie Cappadonna, second by Ted Mielke to approve the Minutes of the April 27, 2021 Tourism Advisory Committee Meeting.

Motion carried unanimously.

- D. New Business:

1. Motion was made by Ted Mielke, second by Jeffie Cappadonna to approve request from Houston Repertoire Ballet for the Use of Hotel Occupancy Tax in the amount of \$16,500.00.

Motion carried unanimously.

2. Motion was made by Raymond Francois, second by Paige Cassel to withdraw the application submitted from the Tomball Sister Cities Organization for a later time, when application has been completed.

Motion carried unanimously.

3. Motion was made by Jeffie Cappadonna, second by Paige Cassel to reappoint Raymond Francois to position #8, appoint Ted Mielke to position #2 and Kailey Moore to position #5.

E. Adjournment:

Motion was made by Raymond Francois, second by Paige Cassel, to adjourn.

Motion carried unanimously.

PASSED AND APPROVED this _____ day of _____, 2021.

Tracylynn Garcia
Asst. City Secretary

Holly Cook
Chair

City Council Meeting Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Approve Tomball Sister City Organization request for the Amount of \$160,000 for the Tomball German Christmas Market on December 10-12, 2021 and the Tomball German Heritage Festival on March 25-26, 2022.

Background:

To approve the request of the Tomball Sister City Organization for HOT funding to support two annual festivals in FY 2021.

The Tomball Sister City Organization's festivals meet the City of Tomball's Strategic Plan goal of expanding and improving Community Life and Building Our Economy.

Origination: Tomball Sister City Organization

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Mike Baxter, Dir. of Marketing & Tourism

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: #240-240-6356

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
 Staff Member Date City Manager Date



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



August 2021

Honorable Mayor and City Council

Re: Request for Support of the 21th Annual Tomball German Heritage Festival

The Tomball Sister City Organization, Inc. would like to continue the success of our Heritage Festival and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2022 TGHF, Thursday, March 24, 2022 through Sunday, March 28, 2022.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (8) Officers for Friday, 5:00 pm - 11:00 pm

Six (8) Officers for Saturday, 9:00 am - 11:00 pm

Six (8) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- Three (3) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones

- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection
- Two (2) City owned Generators & Light Towers
- Fuel Top-off for Generators from City's Fuel supply

3. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Oak Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following (see map). 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as approved FY 21-22 Budget & Approved by TAC Board

(C) Transportation:

We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Craig Bogner



Tomball Sister City Organization



**TOMBALL SISTER CITY
ORGANIZATION, INC.**
Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



August 2021

Honorable Mayor and City Council

Re: Request for Support of the 13th Annual Tomball German Christmas Market

The Tomball Sister City Organization, Inc. would like to continue the success of our Christmas Market, and bring thousands of visitors to Tomball this year. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2021 TGCM, Thursday, December 09, 2021 through Sunday, December 13, 2021.

1. Personnel:

Public Works:

Ten (10) employees for Friday night, 6:00 pm - 11:00 pm

Eleven (11) employees for Saturday, 8:00 am - 11:00 pm

Eleven (11) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Six (8) Officers for Friday, 5:00 pm - 11:00 pm

Six (8) Officers for Saturday, 9:00 am - 11:00 pm

Six (8) Officers for Sunday, 10:00 am - 6:00 pm

Three (3) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- Three (3) 40-yard roll-off, One (1) 30-yard roll-off, and Four (4) 8-yard dumpsters.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones

- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection
- Two (2) City owned Generators & Light Towers
- Fuel Top-off for Generators from City's Fuel supply

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5:00 pm Friday until 10:00 pm Sunday: 100 Block Walnut (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the Following (see map). 5 PM Thursday (1) Heritage Plaza Parking Lot across from City Hall. (2) East end of Heritage Park (3) South lot of the Police Parking Lot. 5 PM Friday (4) Westside of parking lot next to city hall.

(B) Cash Request: Reimbursement, not to exceed 80 K as approved FY 21-22 Budget & Approved by TAC Board

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We request transportation for the off-site parking to the festival. 1 City shuttle service and 2 Drivers 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Craig Bogner



Tomball Sister City Organization



CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

(Must be submitted no less than 45 days prior to the event)

Applications may be mailed or hand delivered to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: Tomball Sister City Organization

Organization Director: Grady Martin

Project or Event for which funding is requested: TGCM & TGHF

Date of Event: December 10,11,12 2021 & March 25,26,27 2022

Description of project or event for which funding is requested: 21th Annual German Heritage Festival & 13th Annual German Christmas Market featuring live music from German folk artists from around Texas, ethnic folk dancers, other music, arts, crafts and exhibits. The Three-day event brings vendors from as far away as New York and Colorado.

Location of project or event: Tomball Depot Plaza, Market Street between Elm and Pine

GRANT AMOUNTS:

Amount Funded for FY 2020 - 2021	\$ 106,000 (2020 Christmas Market Cancel)
Amount Requested for FY 2021-2022	\$ 160,000
% Increase requested over last year's grant	+50.9%

2021-2022 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	47,000		47,000
Contracted Services		100,000	100,000
Labor vendor		11,000	11,000
Rental Expense	88,000	82,000	170,000
Depreciation/Mortgage			
Advertising	25,000	50,000	75,000
Insurance		5,000	5,000
Other expense		40,000	40,000
Exchange Students		3,000	3,000
Sister City Relations		12,000	12,000
Total	160,000	303,000	463,000

Grants to an organization will not exceed 35% of the organization's adopted budget

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	<u>200,000</u>
Tuition	_____

<u>Concessions</u>	<u>50,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>55,000</u>
Total	<u>305,000</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

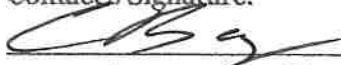
Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Craig Bogner, GM, P.O. Box 1131, Tomball, TX 77377, 832-715-6291

Contact's Signature:



Date: 10-29-2021

<u>Concessions</u>	<u>50,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>55,000</u>
Total	<u>305,000</u>

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Organization Contact Name, Title, Address and Phone Number:

Craig Bogner, GM, P.O. Box 1131, Tomball, TX 77377, 832-715-6291

Contact's Signature:

Grady Martin - Pres. - TSCD

Date: 10.29.2021



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.

Gaady Martin

Signature of Authorizing Official

10-29-2021

Date

GAADY MARTIN

Typed Name

President

Title within Organization

713-829-7116

Telephone

grads2nd@x2hod.com

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. Be specific and give examples. Answers to individual questions should be as brief as possible and should in no case exceed one page.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

3. List the programs and activities for the grant year.

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local business see increased traffic in their businesses.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.



OTHER REQUIRED DOCUMENTATION

The following information is required to process the grant application:

1. Articles of Incorporation, if applicable
2. Constitution and/or By-Laws
3. If your organization's budget exceeds \$100,000 (exclusive of in-kind) attach a copy of the last independent audit of financial records. If no audit was completed, explain why.
4. Schedule of Board of Directors meetings for the period of October 1 of the current year through September 30 of the following year. Board of Directors meetings must occur at least once per quarter.
5. Resumes of principal staff and artists or relevant job descriptions.
6. Depending on the nature of the project or event for which grant funding is requested, the organization will obtain a Certificate of Insurance for liability coverage as outlined in the attached Exhibit A. The City of Tomball requires each grantee having an event in the City aimed to attract both residents and tourists to have liability insurance to protect the public for acts by the grantee. This mandated coverage does not cover the grantee or any of its members. We encourage the grantee to acquire insurance to cover itself and its members as it deems fit. Please see your insurance agent for the local government endorsement. The cost of the local government endorsement may be included as part of your budget to be considered for a grant.

OPTIONAL SUPPORTING DOCUMENTATION

This should be additional material that you wish to attach that further explains the activities of your organization such as:

1. Long Range Plan – 3-5 years
2. One labeled videotape of performance(s), exhibits, workshops, capital project and /or other activities for which City of Tomball grant funds will be utilized.
3. Programs, publicity, articles, reviews, etc.
4. Letters of support from patrons or other organizations in the community.



Office of the Secretary of State

CERTIFICATE OF FILING OF

The Tomball Sister City Organization
File Number: 800077334

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 01/19/2010

Effective: 01/19/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

DATE OF THIS NOTICE: 01-21-2003
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 43-1991155
FORM: SS-4 NOBOD
0532957028 0

Item 2.

TOMBALL SISTER CITY ORGANIZATION
% CHRISTIAN TIEWS
401 MARKET ST
TOMBALL TX 77375

FOR ASSISTANCE CALL US AT:
1-800-829-0115

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 43-1991155. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Tomball Sister City Organization	
Address (Street & number, P.O. Box or Route number) P. O. Box 1131	Phone (Area code and number)
City, State, ZIP code Tomball, Texas 77377	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Non-Profit Organization 501-(C) (4) Tax ID #43-1991155

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
		Treasurer	

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 21 2003

THE TOMBALL SISTER CITY
ORGANIZATION
401 MARKET ST
TOMBALL, TX 77375

Employer Identification Number:
43-1991155
DLN:
403136001
Contact Person:
GIL STOREY ID# 52603
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(4)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Donors may not deduct contributions to you because you are not an organization described in section 170(c) of the Code. Under section 6113, any fundraising solicitation you make must include an express statement (in a conspicuous and easily recognizable format) that contributions or gifts to you are not deductible as charitable contributions for Federal income tax purposes. This provision does not apply, however, if your annual gross receipts are normally \$100,000 or less, or if your solicitations are made to no more than ten persons during a calendar year. The law provides penalties for failure to comply with this requirement, unless failure is due to reasonable cause.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt

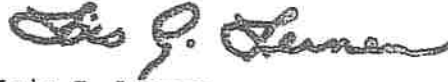
Letter 948 (DO/CG)

THE TOMBALL SISTER CITY

status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 948 (DO/CG)

Article I ORGANIZATION

- Section 1. Organization and Purpose. The Tomball Sister City Organization (hereafter referred to as the **TSCO**) is a non-profit corporation within the meaning of Section 501 (c) (4) of the United States Internal Revenue Code, incorporated under the laws of the State of Texas on 4/18/2002, filing number 800077334. The TSCO was incorporated for educational and charitable purposes, to foster and promote intercultural understanding and cooperation among the residents of the City of Tomball, through relationships with cities in other countries and through other related means.
- Section 2. The Principal Office. The principal office of the TSCO shall be in the city of Tomball, County of Harris, State of Texas, United States of America.
- Section 3. Other Offices. The TSCO may also have offices and places of business at other places as determined by the **Board of Directors** or as the business of the TSCO may require.

Article II MEMBERS AND MEMBERSHIP

- Section 1. Membership Purpose. The purpose of TSCO **Membership** is two-fold:
- a. To generate interest in the TSCO and its vision, and
 - b. To generate a minimal source of income for covering the TSCO's operating expenses and charitable contributions.
- Section 2. Period of Membership. The **Period of Membership** is January 1 through December 31.
- Section 3. Member Categories and Voting Rights. The TSCO shall have two **Member** categories: **Voting and Non-voting (Honorary) Members**.
- a. Voting Members are those persons or groups who apply for membership and make payment of the required **Membership Fee** for the Period of Membership. There shall be two types of Voting Members:
 - i. *Individual:* Any person 18 years or older: Individual Voting Members are entitled to one vote on matters calling for ratification by the TSCO Membership.
 - ii. *Corporate:* Any corporation, business, or association of corporations or businesses shall be entitled, through its duly recognized representative, one vote on matters calling for ratification by the TSCO Membership.
 - b. Non-voting (Honorary) Members are those persons or groups who have rendered conspicuous service for the improvement of international relations through activities connected with the TSCO, as determined by the Board of Directors. Non-voting (Honorary) Members shall not be allowed to vote on issues affecting the TSCO, but, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.
- Section 4. Membership Application. Any person, family, or corporation desiring to be admitted as a Voting Member in the TSCO shall file a written **Membership Application**, as determined by the Board of Directors.
- Section 5. Membership Fees. The cost of and accounting for Membership Fees shall be as determined by the Board of Directors. Membership Fees are payable annually on or before January 1 and are delinquent on March 1, which constitutes **Membership Termination** (see Section 7).

Section 6. Membership Value. Membership in the TSCO is voluntary, intangible and shall have no monetary worth. Primary benefits to be derived from Membership in the TSCO shall be construed to be as stated in Article I of these By-Laws.

Section 7. Membership Termination or Withdrawal.

- a. Any cause which would render any person, family or corporation ineligible for membership in the TSCO under the provisions of these By-Laws may result in Membership Termination, as determined by the Board of Directors. Likewise, any member may, by giving written notice of such intention to the TSCO, withdraw from membership without cause, thereby constituting Membership Withdrawal.
- b. Terminations or Withdrawals shall be effective when recorded upon the books and records of the TSCO.
- c. All rights, privileges and interests of a member in or to the TSCO shall cease on Membership Termination or Membership Withdrawal or upon the termination of the TSCO as a corporation, whichever occurs first. Any forms submitted or any fees incurred by individuals, families or corporations as a result of seeking or obtaining membership shall remain the property of the TSCO, regardless of the date or reason for Membership Termination or Membership Withdrawal. There shall be no *pro rata* or other refunds of Membership Fees.

Section 8. Membership Rolls, Records and Administration. Membership Rolls and Records of the TSCO shall be maintained as determined by the Board of Directors. Administrative matters such as, but not limited to, the provision or non-provision of membership certificates, cards, mementos, incentives, terms of honorary membership(s) and the like shall be as determined by the Board of Directors.

Article III DIRECTORS AND BOARD OF DIRECTORS

- Section 1. Purpose. The business and affairs of the TSCO shall be vested in, controlled by and conducted by a Board of Directors (**Board**).
- Section 2. Duties. It shall be the duty of the Board:
- a. To carry on and conduct the business of the TSCO for its Members.
 - b. To perform all acts necessary and proper to carry out the objectives and purposes of the TSCO.
- Section 3. Structure. The Board shall be comprised of not less than seven (7) nor more than fifteen (15) **Directors**. Fewer than seven Voting Members willing to serve as Directors becomes grounds for corporation dissolution.
- Section 4. Classes of Directors. There shall be two classes of Directors:
- a. **Elected Directors** (no more than 12 and no fewer than 4, total) shall be elected from among the Voting Members of the TSCO, by the Voting Members at the **Annual Membership Meeting** (See Article V).
 - b. **Appointed Directors** (no more than 3, total) may be appointed by the incumbent Tomball Mayor and Council. To vote on Board matters, an Appointed Director must be a Voting Member.
- Section 5. Term. Directors shall serve a three (3) year term.
- a. Terms shall be staggered, the intent being to elect or appoint one-third of all Directors each calendar year.
 - b. Any Director may be removed from office for cause by a three-fourths vote of the remaining Board or by a majority vote of the Voting Members.
 - c. The Board has the authority to fill a vacant Elected Director position with a qualified Voting Member, but only until the next Annual Membership Meeting. A new Elected Director filling the vacancy will serve only until the end of the original vacated term.
 - d. The Mayor and Council have the authority to fill a vacant Appointed Director position at any time, to serve only until the end of the original vacated term.

- e. In the event all Elected Directors resign or their positions otherwise become vacant, their successors shall be elected at a **Special Membership Meeting** or at the Annual Membership Meeting in accordance with the provisions of these By-Laws (see Article V).

Section 6. Compensation. The Directors shall not receive any compensation for their services as such, but, by resolution of the Board, Directors may be reimbursed for actual and necessary expenses incurred in the performance of their duties.

Section 7. Policies and Procedures. The Board of Directors shall operate under their own written and voted **Policies and Procedures** to manage the affairs of the TSCO or to conduct its business.

- a. The TSCO shall maintain a file of Policies and Procedures, which shall be open to inspection by all Members.
- b. Policies and Procedures may be changed or rescinded by a simple majority vote of those Directors present (if a **Quorum**) at any **Regular Board Meeting** (see Article V).

Section 8 Liaisons. Board of Directors shall recognize and request the following offices serve themselves or appoint an agent as permanent Liaisons to the Board. These offices are the City Manager of Tomball, President of the Tomball Community College, President of Tomball Chamber of Commerce, and the Tomball I.S.D. Superintendent. Liaisons, without prejudice, may attend meetings, socials, and other TSCO activities as may occur, under the provisions appropriate to those activities.

Article IV OFFICERS

Section 1. Purpose. The business and affairs of the Board of Directors shall be focused and administered by the TSCO **Officers**.

Section 2. Duties. It shall be the duty of the Officers:

- a. To perform the necessary administrative functions for the TSCO to conduct its normal business requirements and corporate obligations.
- b. To provide guidance and continuity in order to further the objectives and purposes of the TSCO.

Section 3. Structure. The Officers of the TSCO shall be a President, a Vice-President, a Secretary, and a Treasurer.

- a. President. The President shall be the chief executive officer of the TSCO and as such shall:
 - i. Preside at all meetings of the Directors and members;
 - ii. Subject to the advice and control of the Directors, have general supervision of the affairs of the TSCO, and shall cause the approved resolutions of the Board of Directors to be carried into effect.
 - iii. Retain during his/her tenure, and pass on to his/her successor:
 - The TSCO Articles of Incorporation,
 - The latest copy of the TSCO By-Laws, and
 - The Policies and Procedures of the TSCO.
 - iv. Maintain official copies at Tomball City Hall.
- b. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and perform additional duties as the Board of Directors shall prescribe.
- c. Secretary. The Secretary shall:
 - i. Attend all meetings of the Members and of the Board of Directors and keep full and complete minutes of the proceedings; in case of absence, the President shall designate a Secretary for that meeting from among the Board of Directors.
 - ii. Maintain an historical record of all written TSCO Minutes (monthly or otherwise)
 - iii. Have custody and control of the corporate seal of the TSCO.

- iv. Perform and discharge such other duties as may be required by law, by the Articles of Incorporation, by these By-Laws, or by the Board of Directors.

d. Treasurer. The Treasurer shall:

- i. Receive and keep all funds of the TSCO and deposit the same in such bank or banks as designated by the Board of Directors. He/she shall have authority to sign checks alone for up to \$200.00. Any checks in excess of \$200.00 shall require two authorized signatures.
- ii. Keep accurate and timely records of all fiduciary accounts, receipts, disbursements, appropriations and obligations, and provide an accounting of same at each Regular Board Meeting.
- iii. Prepare an Annual Budget in conjunction with guidance determined by the Board of Directors.
- iv. Maintain a complete historical record of TSCO budgets, monthly Treasurer Reports and other financial documents.
- v. Perform and discharge other duties as may be required by law, by the Articles of Incorporation, by the By-Laws, or by the Board of Directors.

Section 4. Qualifications. Officers will be chosen by the Directors from among those Directors who are also Voting Members, according to procedures determined by the Board.

Section 5. Term. Officers shall serve a one (1) year term, from October 1 through September 30.

- a. Election of Officers shall be held at the Annual meeting of the Board of Directors in September of each year, and those positions will be effective as of that meeting.
- b. Any Officer may be removed from office for good cause by a three-fourths vote of the Board or by a majority vote of the Voting Members.
- c. Vacancies, however occurring, will be filled for only the remaining term of the vacant position.

Article V Committees

- Section 1. Purpose: The purpose of committees is to strengthen the role of the Board of Directors by explaining, proposing, studying and/or recommending courses of action for review by the Board of Directors and for presentation to the membership.
- Section 2. Committee Formation: Members of the committees shall be recommended by the President and approved by the Board of Directors or may be selected by the Committee Chair. Committee members may come from the Directors, TSCO membership or the community at large. Committee members serve at the pleasure of the Board and the Committee Chair.
- Section 3. Rules Governing Committees:
- a. The Chair of a committee must be a member of the Board of Directors. Unless the Board of Directors has selected a chairperson or the Chair is otherwise designated in these by-laws, the committee shall select a chair from its own number.
 - b. Non-board members may be appointed to Board committees with the exception of the Executive Committee. However, in no case will non-board members make up the majority of any committee.
 - c. The designation of any committee and the delegation thereto of authority shall not relieve the Board, or any member thereof, of any responsibility imposed by law, the Articles of Incorporation or the By-Laws.

- d. The Board of Directors, with approval of a majority of the entire Board, may abolish a committee, except for Standing Committees. Standing Committees may be abolished only by an amendment to these by-laws.
- e. No committee shall expend money or incur a financial obligation for TSCO without submitting a request to and receiving prior approval from the Board of Directors. Such request shall contain a detailed budget, including expenses and where income is coming from to support the program.

Section 4.

Committee Role and Duties: All committees shall act in an advisory capacity to the Board and each shall have powers and perform such duties not inconsistent with law, the Articles of Incorporation and the by-laws. Except in cases where otherwise provided in the by-laws, a majority of the committee shall constitute a quorum. The vote of a majority of such quorum at a duly constituted meeting shall be sufficient to pass any measure. The rules and regulations governing Standing Committees apply to Ad Hoc Committees. Committee structure is determined by function and responsibility, role and definition.

- a. Each committee shall keep a full and fair account of its transactions.
- b. All business, acts or recommendations of a committee shall be reported by the Chair of the Committee to the Board of Directors at their next meeting. The Board of Directors shall review reports and may approve or disapprove of committee reports.
- c. When designated by the by-laws or upon need, the Chair of the Committee shall submit a report and recommendations to the membership at the annual meeting for their consideration and vote.

- Section 5. Meeting of Committees: Meetings will be called by the Chair of the committee. Committees shall also meet at the call of the President or any three (3) members of the Committee.
- Section 6. Standing Committees: The following shall be the Standing Committees of TSCO. Each standing committee shall have and may exercise all the authority as may be assigned to it by the Board of Directors and the by-laws.
- a. **By-Laws Committee**: The By-Laws Committee shall meet to review and update the by-laws at least biennially in even years or as needed. The membership or the board may submit by-laws to the Committee as a recommended item for vote at the annual meeting.
 - i. The By-Laws Committee reviews by-laws for continuity, language or administrative conflicts.
 - ii. The By-Laws Committee submits all proposed by-law changes to the Board for review and recommendation of acceptance or rejection.
 - iii. The By-Laws Committee will prepare a written presentation to the membership that will reflect the existing by-laws, proposed changes and the Board position. The pro and con positions can be discussed at the annual meeting, prior to the general membership meeting.
 - iv. The Chair of the By-Laws Committee shall give the presentation on proposed by-law changes to the membership at the annual meeting.

- b. **Student Exchange Committee:** The Student Exchange Committee shall meet as necessary to conduct and oversee the exchange of students. The purpose of this committee shall be to oversee the exchange of all students between sister city communities.
 - i. The Student Exchange Committee recruits host families or students as necessary.
 - ii. The Student Exchange Committee makes policies concerning exchange students and host families as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
 - iii. The Student Exchange Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the program.
 - iv. The Wayne Stovall Scholarship
- c. **Tomball German Heritage Festival Committee:** TSCO began the event in 2001 as a one-day community event and has become an annual, family-oriented festival promoting camaraderie and fun, including arts and crafts, children's activities, such as a petting zoo and rides, German music and dancing, Heritage center and German church, Alphenfest, the premier German band in Texas, German food concessions, a Biergarten and vendor booths. In 2004 the festival became a two day event.
 - i. The focus of the Tomball German Heritage Festival is the celebration of Tomball's prominent German American heritage, legacy of the determined nineteenth century immigrants who settled in the Tomball and surrounding areas over 150 years ago.
 - ii. The City of Tomball, the Tomball Area Chamber of Commerce, numerous civic clubs, businesses, and private donors have actively supported the Festival since its inception.

- iii. More than 20,000 – 30,000 people have attended the Festival yearly, bringing the community together and bringing visitors into Tomball, thereby creating a significant tourism event, benefiting the Festival's many supporters.
- iv. The TSCO desires and request the support and endorsement of the City of Tomball in this community-wide effort.

d. Public Relations Committee: The Public Relations Committee shall meet as necessary to conduct and oversee the communication of TSCO business. The purpose of the Public Relations Committee is to provide all external and internal official TSCO communication.

- i. The Public Relations Committee maintains a directory of current memberships and affiliations.
- ii. The Public Relations Committee makes policies concerning communications as necessary and not in conflict with TSCO Articles or By-Laws or Sister City International Policies.
- iii. The Public Relations Committee will prepare a written presentation to the membership that will be presented to the annual membership as a status of the events not covered by other committees.
- iv. The Public Relations Committee shall produce a TSCO newsletter as given in the TSCO Policy and Procedures.

Section 7. Ad Hoc Committees. Committees referred to as Ad Hoc Committees are committees that from time to time, and as necessary, are created and authorized to fulfill an organizational need. Such committees shall be designated by the President with approval of the Board of Directors, for such tasks as circumstances warrant. The committee shall limit its activities to the accomplishment of the task, for which it is appointed and shall have no power to act, except as is specifically conferred by the Board

of Directors. Upon completion of tasks for which the committee is appointed, such committee shall stand discharged

Article VI MEETINGS

Section 1. Types of Meetings.

a. Membership Meetings

- i. Annual
- ii. Special

b. Board Meetings

- i. Regular
- ii. Special

Section 2. Membership Meetings

a. Annual Membership Meeting.

- i. There shall be an Annual Membership Meeting in the month of September each year, within the city limits of the City of Tomball, unless otherwise determined by the Board of Directors.
- ii. The purposes of the Annual Membership Meeting are to:
 - Elect TSCO Directors to vacant or expiring positions,
 - Receive annual reports from TSCO Officers and
 - Transact other TSCO business as required.
- iii. Any program beyond the purposes set forth above shall be arranged by the Board of Directors, and shall be devoted to subjects of general interest to TSCO Members.

iv. Specific Procedures for Annual Membership Meetings.

a. Nominations for Elected Directors.

- 1. The President shall appoint a **Nominating Committee**, consisting of at least three Voting Members who may, but need not be Directors, but who may not be candidates for election or re-election that year, to nominate candidates for any Elected Director vacancies.
- 2. In addition, at the Annual Membership Meeting, nominations of any Voting Member may be made from the floor by another Voting Member. A Voting Member nominated from the floor must accept the nomination before his or her name shall be placed on the ballot. Any person or committee nominating a Voting Member for Director must have the written consent of the nominee at the time of nomination, if the nominee is not present to accept in person.

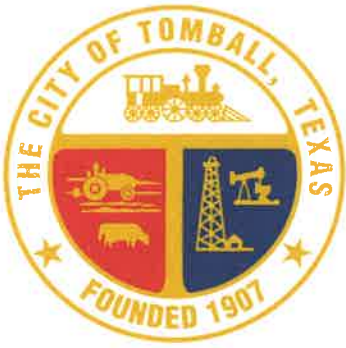
- b. Voting at the Annual Membership Meeting.
 - 1. Each Voting Member who has paid his or her annual Membership Fee by September 1 of that year shall be entitled to vote at the Annual Membership Meeting. Likewise, the statutory agent or any person properly authorized in writing may cast the vote for a Corporate Voting Member.
 - 2. Voting for the election of TSCO Elected Directors at the Annual Membership Meeting shall be by secret paper ballot, unless done by acclamation. In all other matters, the Chair of the meeting (TSCO President) shall have the authority to conduct voting by voice, show of hands, or paper ballot.
 - 3. Any candidate for the position of Director shall have the right to an observer during the vote count.
 - 4. The actual paper ballots cast shall be retained for a period of thirty (30) calendar days by the TSCO Secretary, during which time any Voting Member may review them and note a challenge to any election.
- c. Special Membership Meeting.
 - 1. The purpose of a Special Membership Meeting is to conduct business that is of such urgency that it cannot wait until the next Annual Membership Meeting.
 - 2. Special Membership Meetings may be called by
 - 3. The President,
 - 4. A majority of the Board of Directors, or
 - 5. A petition of at least ten percent (10%) of the Voting Members, which must be submitted to the President at least 30 days prior to the date of the requested meeting.
 - 6. Any call for a Special Membership Meeting shall state the day, date, time and place of the meeting, which must occur within the city limits of Tomball, Texas.
 - 7. If no designation is made, the place of meeting shall be the Tomball City Hall
- d. Procedures applicable to either Annual or Special Membership Meetings.
 - 1. Notice of Annual or Special Membership Meeting.
 - Notice stating the day, date, time and place of any Annual or Special Membership Meeting shall be by the official Tomball City Newsletter, another newspaper of general circulation in the City of Tomball, and to Members (Voting and Honorary) by First Class mail.
 - Mailing, notification or public notice shall occur not less than one (1) week before the date of the meeting.

2. Quorum at Annual or Special Membership Meeting. Ten percent (10%) of the Voting Members of the TSCO present in person at any Annual or Special Membership Meeting, shall constitute a Quorum for the transaction of any and all business.
3. Order of Business at Annual or Special Membership Meeting. This order of business may be altered or suspended at any meeting by a majority vote of the Voting Members present. Parenthetical entries show primary responsibility for the Agenda item.
 - Call to order. (President)
 - Approval of the Agenda. (Voting Members)
 - Approval of Minutes of previous meeting. (Voting Members)
 - Communications. (Secretary)
 - Reports of Officers. (President, Vice-President, Treasurer, Secretary)
 - Special reports. (Board and/or Members)
 - Old business. (Board and/or Members)
 - New business. (Board and/or Members)
 - Election of Directors. (Nominating Committee and Voting Members)
 - Adjournment. (President)
4. Presiding Officers at Annual or Special Membership Meetings. The President and the Secretary of the TSCO shall act as Chair and Secretary respectively at all Annual or Special Membership Meetings.

Section 3. Board Meetings

- a. Regular Board Meetings.
 - i. There shall be a scheduled, monthly Regular Board Meeting at a time and place as determined by the Board of Directors.
 - ii. The purpose of the Regular Board Meeting is to transact TSCO business, as required.
 - iii. Regular Board Meetings will be open.
 - iv. Attendance is important; the TSCO has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or committee members. The Chair of the Board or Committee can excuse a member's absence.

- b. Procedures for Regular Board Meetings.
 - i. Notice of Regular Board Meetings: every reasonable attempt shall be made to inform the TSCO Membership of the day, date, time and place of all Regular Board Meetings. This will normally be accomplished through the official Tomball City Newsletter and TSCO announcements as determined by the Board of Directors, and will normally be available via the Tomball City Hall master calendar of events.
 - ii. Regular Board Meetings may be canceled or deferred by the President for inclement weather or other valid reason.
- c. Special Board Meetings.
 - i. Special Board Meetings may be called by the President or by a majority of the Board of Directors at a day, date, time and place appointed by those calling the meeting.
 - ii. The purpose of a Special Board Meeting is to conduct business that is of such urgency that it cannot wait until the next Regular Board Meeting.
 - iii. When a Special Board Meeting is called, the Secretary shall give the Directors five (5) days notice of such meeting by mail, or forty-eight (48) hours notice by telephone, stating day, date, time, place, and the principal items of business to be transacted.
- d. Procedures applicable to either Regular or Special Board Meetings.
 - i. Quorum: Attendance at any Board Meeting by at least fifty percent (50%) of the Directors who are Voting Members shall constitute a Quorum for the transaction of any and all business by the Board.
 - ii. Order of Business: The order of business for any Board Meeting shall be established by the President or the Directors, as appropriate.



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377



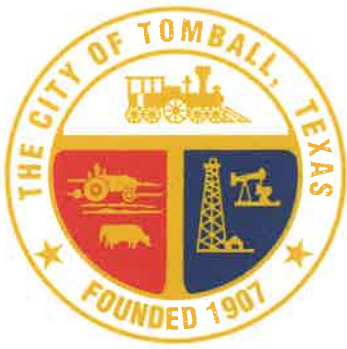
Item 2.

Budget

The TSCO CPA over the last many years has been Randy Parr, past Fire Chief for the city of Tomball. TSCO has had a Management of the City who is also a CPA looking over our books for many years. Randy retired this year 2021. TSCO will be getting a new CPA 2022 at that time we will be getting an Audit done.

Sincerely,


Craig Bogner
GM



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377



Item 2.

Schedule of Board of Directors Meetings

October 11, 2021

January 12, 2022

April 13, 2022

July 13, 2022

Craig Bogner

832-715-6291
31226 Antonia Lane, Tomball, TX 77375

craigbogner@gmail.com

Work History

May 2016 – current

Tomball Sister City – General Manager Tomball German Festivals

Duties & Responsibilities

Oversee all the working of the Tomball German Heritage Festivals and the Tomball German Christmas Festivals. Vendor applications, Advertising, Permits, Entertainment Budgets, Traffic Flow and Safety.

March 2004 – March 2016

Owner , Kwik Kopy Printing, Tomball, TX

Duties & Responsibilities

Supervised day to day operations of the prepress department, press room and bindery. Maintained accounts receivable and accounts payable daily.

March 2002 – May 2004

Advertising Consultant, AutoTrader.com

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. Help guide and educate dealers to make the best advertising decision.

March 2000 – March 2002

Account Representative, Arcadia Financial

Duties & Responsibilities

Worked with independent and franchised auto dealers. Both active and prospect accounts in defined territories. To help produce sub-prime auto loans

March 1998 – March 2000

Financial Director, Streater Smith Honda

Duties & Responsibilities

Director of 3 dealerships in the financial and insurance department. Matching customers and financial institutions and insurance company's.

Education

Various Program Certifications

United States Navy

Honorable discharge E-5

Non-Degree Program

Lone Star College System – North Harris

High School Diploma/GED

Magnolia High School



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/29/2021

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

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

PRODUCER Kaliff Insurance 2009 NW Military Hwy San Antonio TX 78213	CONTACT NAME: AJ Barajas PHONE (A/C, No, Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636 E-MAIL ADDRESS: AJ@kaliff.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: T.H.E. Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: T.H.E. Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: T.H.E. Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Tomball Sister City Organization P.O. Box 1131 Tomball TX 77377															

COVERAGES **CERTIFICATE NUMBER:** CL216123319 **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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC. OTHER:	Y		CPP0108132-00	05/26/2021	05/26/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ N/A						
	PERSONAL & ADV INJURY \$ 1,000,000						
	☒ GENERAL AGGREGATE \$ 2,000,000 ☐ PRODUCTS - COM/OP AGG \$ 2,000,000 ☐ OTHER \$						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED AS RESPECTS TO INSURED'S OPERATIONS AS CONTRACTUALLY OBLIGATED: City of Tomball, its officials, employees, volunteers, Boards and Commissions

CERTIFICATE HOLDER City of Tomball 401 Market Street Tomball TX 77375	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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T.H.E. INSURANCE COMPANY

c/o CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816-4378
www.theinsco.com

Administrative Office
70 Seaview Avenue #6, Stamford, CT 06902

T.H.E. Insurance Company's Partner Agency

KALIFF INSURANCE
2009 NW MILITARY HWY, STE 103
SAN ANTONIO TX 78213

Phone: 210-829-7634
Fax: 210-829-7636

T.H.E. Insurance Company POLICY PROVISIONS

In consideration of the payment of the premium, in reliance upon the statements made a part hereof and subject to all the terms of this policy, the Company agrees with the Named Insured as follows:

THIS POLICY JACKET WITH THE POLICY DECLARATIONS PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE POLICY.

Toni Ann Perkins

Toni Ann Perkins, Secretary

Donna Nadeau

Donna Nadeau, President

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary and countersig ned on the DECLARATIONS and on each Coverage Part by a duly authorized representative of this company.

JACKET 04 13

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

¹ "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO POLICYHOLDERS

New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING : Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. WARNING : All Workers Compensation Insurance : Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

NOTICE TO POLICYHOLDERS

Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).



**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

Item 2.

Renewal of Number
NEW

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

Policy No. CPP 0108132 00

Named Insured and Mailing Address

TOMBALL SISTER CITY ORGANIZATION, INC.
PO BOX 1131
TOMBALL TX 77377

Producer

KALIFF INSURANCE
2009 NW MILITARY HWY, STE 103
SAN ANTONIO TX 78213

Policy Period: From 05/26/2021 To 05/26/2022 at 12:01 A.M. Standard Time at
mailing address shown above.

Business Description: NOT FOR PROFIT ORGANIZATION

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	FULL TERM PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 2,160.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

TOTAL PREMIUMS	\$	2,160.00
TAX/FEE/SURCHARGE	\$	
TOTAL	\$	2,160.00

TOTAL AMOUNT DUE: \$2,160.00 **PAYABLE ACCORDING TO SCHEDULE.**

Form(s) and Endorsement(s) made part of this policy at time of issue:

CG0001 04/13	CG0103 06/06	CG0435 12/07	CG150MTX 09/99	CG2001 04/13
CG2026 04/13	CG2101 11/85	CG2106 05/14	CG2133 11/85	CG2135 10/01
CG2167 12/04	CG2173 01/15	CG2196 03/05	CG2407 01/96	CG2639 12/07
IL0003 09/08	IL0017 11/98	IL0021 09/08	IL0168 03/12	IL0275 11/13
PNTX01B 05/20				

T.H.E. Insurance Company (A Stock Company)

Donna Radreau

Authorized Representative

06/24/2021
3Y

INSURED COPY

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**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

Item 2.

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
DECLARATIONS**

Named Insured and Mailing Address

TOMBALL SISTER CITY ORGANIZATION, INC.
PO BOX 1131
TOMBALL TX 77377

Policy No. CPP 0108132 00

Policy Period: From 05/26/2021 to 05/26/2022 at 12:01 A.M. Standard Time at
mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	N/A	

RETROACTIVE DATE (CG 00 02 only)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES

Form of Business: NOT FOR PROFIT ORGANIZATION

Location of All Premises You Own, Rent or Occupy:
001 201 S ELM STREET
TOMBALL TX 77375

FULL TERM PREMIUM

Classification	Code No.	Premium Pr/Co	Rate All Other	Advance Premium Pr/Co	All Other
EXHIBITIONS-OUTSIDE-NO STADIUMS OR	43424				\$ 2,160.00

Full Term Premium: \$ 2,160.00

Total Tax/Fee/Surcharge:

Tax:

Fee:

Sur:

Total Due: \$ 2,160.00

FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made part of this policy at time of issue :



**T.H.E.
INSURANCE
COMPANY**

Baton Rouge, Louisiana

**COMMERCIAL GENERAL LIABILITY
SCHEDULE**

Item 2.

Named Insured TOMBALL SISTER CITY ORGANIZATI

Policy No. CPP 0108132 00

Premises No. 001 201 S ELM STREET
TOMBALL TX 77375

DESCRIPTION

SERIAL NUMBER

COVERAGE IS FOR SPECTATOR LIABILITY ONLY

N/A

GERMAN CHRISTMAS MARKET EVENT DATE: 06/01/21 - 06/07/21

N/A

INCLUDES SET UP & TEAR DOWN

N/A

TOMBALL GERMAN HERITAGE FESTIVAL DATE: 12/07/21 - 12/13/21

N/A

INCLUDES SET UP & TEAR DOWN

N/A

PREMISES

N/A

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 01 68 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

- 1.** An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
- 2.** Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

IL 02 75 11 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART–FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy :

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one-and two-family dwellings:
- (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;
 - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d)** Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one-and two-family dwellings:
- (1)** If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
 - (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
 - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c)** If the Named Insured submits a fraudulent claim; or
 - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.
- B.** The following condition is added and supersedes any provision to the contrary:
- Nonrenewal**
- 1.** We may elect not to renew this policy except that , under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
 - 2.** This paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.
If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
 - 3.** If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a.** The first Named Insured; and
 - b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.
 We will mail or deliver such notice to each last mailing address known to us.
 - 4.** If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 5.** The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

NOTICE TO POLICYHOLDERS

TEXAS COMPLAINT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

AXA XL

To get information or file a complaint with your insurance company:

Call: Risk Associate at: 1-800-622-7311
Toll Free: 1-800-622-7311
Email: USInquiries@axaxl.com
Mail: Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040

The Texas Department of Insurance

To get help with an insurance question, or file a complaint with the state:

Call: 1-800-252-3439
Online: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

AXA XL

Para obtener información o para presentar una queja ante su compañía de seguros:

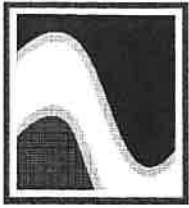
Llame a: Risk Associate al: 1-800-622-7311
Teléfono gratuito: 1-800-622-7311
Correo electrónico: USInquiries@axaxl.com
Dirección postal: Seaview House, 70 Seaview Avenue, Stamford, CT 06902-6040

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar

una queja ante el estado:

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



T.H.E. INSURANCE COMPANY

Dear T.H.E. Customer:

T.H.E. Insurance Company takes your privacy seriously. Because we value our customer relationship with you, we do not sell customer information or share it with organizations outside of our family of companies for their own marketing purposes.

Why are we sending you a Notice of our Privacy Policy?

A new federal law (the "Gramm-Leach-Bliley Act") permits banks, investment companies, and insurance companies to provide financial services. This same law requires T.H.E. to share in writing our attached Notice of Privacy Policy.

This federal law does not apply to our efforts to market products or services to you. You may receive information about T.H.E.'s insurance and financial products that we believe may suit your needs.

Protecting customer information

Privacy has always been important to T.H.E. We have physical, electronic, and organizational safeguards in place to protect customer information. We continually review our policies and practices, monitor our computer networks, and test the strength of our security in order to help us ensure the safety of customer information.

Thank you for choosing T.H.E. We appreciate your business.

Donna Nadeau
President

Notice of Privacy Policy

T.H.E. Insurance Company

We value you as a customer and take your personal privacy seriously. We will inform you of our policies for collecting, using, securing, and sharing nonpublic personal information ("customer information") the first time we do business and every year that you are a T.H.E. customer.

Our Privacy Principles

- We do not sell customer information
- We do not provide customer information to persons or organizations outside our family of companies who are doing business on our behalf, for their own marketing purposes
- We contractually require any person or organization providing products or services to customers on our behalf to protect the confidentiality of our customer information
- We do not share customer medical information with anyone within our family of companies, unless you expressly authorize it, or unless your insurance policy contract with us permits us to do so
- We afford prospective and former customers the same protections as existing customers with respect to the use of personal information

Information We May Collect

We collect and use information we believe is necessary to administer our business, to advise you about our products and services, and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those below.

Types of nonpublic personal information we may collect and how we gather it:

- From you, (on applications for our insurance, banking and investment products, on our other forms, through telephone or in-person interviews, and your agent) such as your address and telephone number
- From your transactions with us or our affiliates, such as your payment history, underwriting, and claim documents
- From outside companies, such as your driving record and claim history
- From consumer reporting agencies, such as your credit history

How We Use Information About You

We use customer information to underwrite your policies, process your claims, ensure proper billing, service your accounts, and offer you other insurance or financial products that we believe may suit your needs.

Information Disclosure

We share information about our transactions (such as payment of premium) and experiences (such as an auto accident) with you within our family of companies and with our agents to better serve you and to assist in meeting your current product and service needs. We may also disclose customer information about you to persons or organizations inside or outside our family of companies as permitted or required by law, including companies that perform marketing services for us or with whom we have joint marketing agreements. These agreements allow us to provide a broader selection of insurance and financial products to you.

We share customer information as necessary to handle your claim and to protect you against fraud and unauthorized transactions. For example, we might share customer information such as name, address, and coverage information with an auto body shop to speed up repairs on an auto damage claim.

Your Choice to Share Information

There are two types of information sharing – information sharing within our family of companies and information sharing outside of our family of companies. We do not sell customer information. We do not disclose any nonpublic personal information about our customers or former customers to anyone outside our family of companies, except as permitted by law. The choice in the Special Notice, which follows, applies only to sharing of information within our family of companies and with your agent. For example, if you are an auto policyholder, our ability to share information among our companies allows us not to ask again about your driving record when you apply for another type of policy.

T.H.E. Protects Customer Information

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and organizational safeguards that comply with federal and state regulations to guard your nonpublic personal financial information. We continually review our policies and practices, monitor our computer networks, and test the strength of our security in order to help us ensure the safety of customer information.

Our Privacy Policy Applies to All Companies Within the T.H.E. Family of Companies:

Allied International Holdings, Inc.
 T.H.E. Insurance Company
 Tropic Capital Corp.
 Security General Insurance Agency, Inc.
 Short Term Special Events, Inc.
 Allied Specialty Insurance, Inc.
 All Risk Claims Services, Inc.
 Allied Specialty Agency of Western Canada, Ltd.
 Allied Specialty of California Insurance Agency, Inc.
 Allied Specialty Insurance Agency of Canada, Ltd.
 Preferred Management Associates, Inc.
 Inspecto Corp.

SPECIAL NOTICE REGARDING THE SHARING OF CERTAIN INFORMATION WITHIN THE T.H.E. FAMILY OF COMPANIES

This notice applies only to the sharing of information within our family of companies that does not involve your transactions or experiences with us.

What Information We Share

Unless you tell us not to, we may share nonpublic personal information within our family of companies that was obtained from your application, such as your occupation; or information obtained from a consumer report, such as your credit history. We may also verify information provided by you, such as your driving record; or information regarding your employment, such as your employment history.

Why We Share

We may share information about you within our family of companies to enhance our service to you, to underwrite your policies, to measure your interest in our products and services, to improve existing products and develop new ones, and to monitor customer trends.

Who We Share With

We may share information within our family of companies and with our agents.

If you prefer that we not share this information within our family of companies, please call us toll-free at 1-800-237-3355. Your choice will also apply to your joint account holders and/or policyholders.

Your direction not to share this information does not limit us from sharing certain information about your transactions with us (such as your name, address, and payment history) or your experiences with us (such as your claim activity). This choice does not apply to our efforts to market products and services to you. You may receive information about our insurance and financial products that we believe may suit your needs.

THANK YOU FOR CHOOSING T.H.E. INSURANCE COMPANY. WE VALUE YOU AS A CUSTOMER AND APPRECIATE THE OPPORTUNITY TO SERVE YOU.

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contractor agreement; or
- (2) Assumed in a contractor agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured 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 the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or 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 or their guests;
 - (ii) "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 that 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
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed 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 does 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 other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "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 on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's 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".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others 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) Claim or suit by or on behalf of a governmental authority for damages because of 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 paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"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 any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) 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 or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of 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
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products - completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does 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.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. However, this exclusion does not apply to liability for damages because of "bodily injury". As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

- b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

- c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

- d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

- 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 liability for damages that the insured would have in the absence of the contract or agreement.

- f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

- g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

- h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the 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.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for 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 Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All 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 of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. 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.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

3. The Products -Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

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

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the 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 limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property " means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contractor agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "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, watercraft or "auto".

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- 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;
- d. 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;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "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.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of 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.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**COMMERCIAL GENERAL LIABILITY
CG 01 03 06 06**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

POLICY NUMBER: CPP 0108132 00

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000 each employee	\$ 1,000.	\$ INCLUDED
	\$ 1,000,000 aggregate		
Retroactive Date:	05/26/2021		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I - Coverages:**COVERAGE - EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

- c.** A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d.** All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts,

errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income

Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program".

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy

period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the 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 of insurance to the total applicable limits of insurance of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

- b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
- 2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
- 3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- 4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

- 1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions **5.** and **18.** in the **Definitions** Section are replaced by the following:
 - 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY # CPP 0108132 00

SCHEDULE

SEE SCHEDULE ATTACHED

NOTE: NO COVERAGE OF ANY TYPE IS PROVIDED UNDER THIS POLICY FOR CLAIMS RELATING TO FIREWORKS, MOTORSPORTS, & MECHANICAL AMUSEMENT RIDES UNLESS SPECIFICALLY SCHEDULED ABOVE.

COVERAGE EXTENDS ONLY TO THOSE EVENTS SCHEDULED HEREIN OR ENDORSED ON THE POLICY.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Non contributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CPP 0108132 00

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, BECAUSE OF A WRITTEN CONTRACT OR OTHER AGREEMENT THAT REQUIRES YOU TO ADD AS AN ADDITIONAL INSURED AND TO PROVIDE INSURANCE, BUT ONLY WITH RESPECTS TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART, RESULTING FROM YOUR WORK OR OPERATIONS FOR THE ADDITIONAL INSURED, AS PERMITTED BY LAW. NO COVERAGE APPLIES TO LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ADDITIONAL INSURED.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However :

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

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

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

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

whichever is less.

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

POLICY NUMBER: CPP 0108132 00

CG 21 01 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Operations:

FESTIVAL AS SCHEDULED HEREIN.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily in jury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

**COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: CPP 0108132 00

CG 21 33 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION - DESIGNATED PRODUCTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Designated Product(s):**ALL PRODUCTS EXCEPT FOOD, BEVERAGE,
AND NOVELTY ITEMS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" shown in the Schedule.

POLICY NUMBER: CPP 0108132 00

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - COVERAGE C - MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Description And Location Of Premises Or Classification:**

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I - Coverage C - Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
2. The following is added to Section I - Supplementary Payments:
 - h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**COMMERCIAL GENERAL LIABILITY
CG 21 73 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- C. The following definitions are added to the Definitions Section:**

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: CPP 0108132 00

COMMERCIAL GENERAL LIABILITY
CG 24 07 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Description of Premises and Operations:**

FESTIVAL AS SCHEDULED HEREIN

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:**"Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

COMMERCIAL GENERAL LIABILITY
CG 26 39 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**TEXAS CHANGES – EMPLOYMENT-RELATED
PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.