

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

RECEIVED

SEP 26 2019

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

ES ASST SUPERINTENDENT

THIS AGREEMENT is made this 16 day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Silver Spur Christian Camp & Retreat Center (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 16,478.00 for Services.
 The basis of the fee for Services shall be as follows:
 a. \$ _____ per hour, b. \$ _____ per day, or c. \$ 16,478.00 per engagement.
01 - 9010 - 1110 - 1000 - 43430 - 000 - 143 - 143 - 5800 \$ 16,478.00
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
 BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 03/31/20. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.
5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability/Errors & Omissions Liability**, if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or
his designee

General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Bus. Name: Silver Spur Christian Camp & Retreat Center
Attn: Kristen Hughes
Address: 17301 Silver Spur Dr
Tuolumne, CA 95379
Phone: (209) 928-4248
Fax: (209) 928-3899
Email: khughes@silverspur.com
Tax ID #: 94-6050050

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Silver Spur Christian Camp & Retreat Center

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature]
Signature of Principal/Budget Administrator Date

By: [Signature] 9/17/19
Signature of Contractor/Consultant Date

Title: Ryan Sheehy, Principal
Print Name and Title

Title: Vic Conner - Executive Director
Print Name and Title

Authorized and Approved by:

Superintendent or his Designee Date

Prior to commencement of service, sign and forward completed original contract packet to Purchasing.

[Signature]
Originator's Signature Date

Highlands Elementary 5th Grade

Site/Department Originating this Contract

Jody Sparks, 5th Grade Teacher
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

| | |
|---------------------|----------------------------------------|
| <i>Distribution</i> | |
| <i>original:</i> | <i>Purchasing with Purchase Order</i> |
| <i>copy:</i> | <i>Contractor</i> |
| <i>copy:</i> | <i>Accounts Payable/Fiscal</i> |
| <i>copy:</i> | <i>Originator/Budget Administrator</i> |

EXHIBIT "A"

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE
(NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

The accompanying Silver Spur Christian Camp & Retreat Center (Silver Spur) Facilities and Services Agreement, Contract Summary, and Guest Group Handbook list services to be provided, pricing per person and payment schedules. The provisions of the Facilities and Services Agreement, Contract Summary, and Guest Group Handbook also serve to expand, amend and in some areas modify the "Agreement" between Mt. Diablo Unified School District and Silver Spur pursuant to section 11 of said "Agreement."

As per the Contract summary:

5th Grade students will be attending Outdoor Education Camp
March 31, 2020-April 2, 2020

Total minimum cost for lodge and program fees: \$16,478.00

Initial payment of \$3,295.60 to accompany Facilities and Services Agreement on or before October 31, 2019 (pending MDUSD board approval).

Second payment of \$6,591.20 to be paid on or before March 1, 2020.

Third Payment of \$6,591.20 to be made upon arrival March 31, 2020.

Final payment (if necessary) to be made within 15 business days following the receipt of final invoice determined at camp.

Account code to be used: 01.9010.1110.1000.43430000.143.143.5800

EXHIBIT "B"

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

**Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check**

| | | |
|--------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Independent Consultant/Contractor: | Silver Spur Christian Camp & Retreat Center | |
| Services to be performed under the Agreement: | Outdoor Education Camp | |
| School(s)/Location(s) where services will be performed: | Highlands Elementary / Silver Spur Christian Camp | |
| Total amount to be paid by the District under this Agreement: | \$ 17119.50 | |
| Term of Agreement: | | |
| <i>Check the applicable box(es) and fill in any blanks.</i> | | |
| 1 | <input type="checkbox"/> | I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted. |
| 2A | <input checked="" type="checkbox"/> | If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed): |
| 2B | <input checked="" type="checkbox"/> | I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. |

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



Independent Contractor/Consultant Signature

Vic Conner 9/17/19

Print Name Date

Independent Contractor/Consultant

Superintendent or his/her Designee's Signature



Print Name Date

Superintendent or his/her Designee's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660 | CONTACT NAME: Brandy Battres CISR |
| | PHONE (A/C, No, Ext): (800) 995-7525 FAX (A/C, No): (800) 995-7521 E-MAIL ADDRESS: brandy@ccia.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Church Mutual Insurance Co | NAIC # 18767 |
| INSURED CONSERVATIVE BAPTIST ASSOCIATION OF NORTHERN 17301 SILVER SPUR DR TUOLUMNE CA 95379-9638 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |
| | |


COVERAGES CERTIFICATE NUMBER: CL1991791560 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | 0106098-02-001718 | 06/01/2019 | 06/01/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 0106098-02-001718 | 06/01/2019 | 06/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 0106098-81-003475 | 06/01/2019 | 06/01/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 0106098-07-211649 | 06/01/2019 | 06/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Evidence of Insurance for Work Performed by Silver Spur Camp Staff for the Outdoor Education Program Camp for Highlands Elementary School located on Insured's premises, 17301 Silver Spur Drive, Tuolmne, CA from March 31, 2020 to April 2, 2020. Mt Diablo Unified School District, its officers, officials, agents, & volunteers are named additional insured but only with respect to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. *Refer to A2014 Endorsement. 10*days for nonpayment of premium and 30*days for any other reason. **Refer to A267.1 Blanket Additional Insured Endorsement.

| | |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Mt Diablo Unified School District 1936 Carlotta Drive Concord CA 94519 | 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  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|--|
| Additional Insured Person(s) or Organization(s): | | | |
| Name: Mt Diablo Unified School District, its officers, officials, agents, & volunteers | | | |
| Address: 1936 Carlotta Drive | | | |
| Concord | CA | 94519 | |
| City | State | Zip | |
| Activity: Evidence of Insurance for Work Performed by Silver Spur Camp Staff for the Outdoor Education Program Camp for Highlands Elementary School located on Insured's premises, 17301 Silver Spur Drive, Tuolumne, CA Policy #0106098-02-001718 | | | |
| Date(s): March 31, 2020 to April 2, 2020 | | | |

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.

A2014 (12-07)

Copyright, Church Mutual Insurance Company, 2007
Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

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

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS - BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

(1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.

(2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Sub paragraphs (iv) or (vi); or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.
3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:
- (a) The independent acts or omissions of such additional insured.
 - (b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (i) The occurrence of any "bodily injury" or "property damage"; or
 - (ii) The commission of any offense which caused "personal and advertising injury."
 - (c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.