

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

S. J. M. DUSE

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 17 day of August, 2015, by and between the Mt. Diablo Unified School District (hereinafter "District") and STAND! for Families Free of Violence (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 4 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 \$ <u>40,000.00</u> for Services	<u>152</u> - <u>0930</u> - <u>10</u> - <u>5800</u>	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	<u>152</u> - <u>0930</u> - <u>10</u> - <u>5100</u>	\$ <u>15,000.00</u>
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ <u>285.71</u> per day, or	BUDGET CODE(S)	
c. \$ _____ per engagement.		

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 08/17/2015. 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 ____ 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

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

Name: STAND! for Families Free of Violence
Attn: Gloria J. Sandoval
Address: 1410 Danzig Plz
Concord, CA 95420
Phone: 925-595-2279
Fax: 925-265-6070
Tax ID #: 94-246576

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

STAND! for Families Free of Violence

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 8-27-15
Signature of Principal/Budget Administrator Date

By: [Signature] 7-30-15
Signature of Contractor/Consultant Date

Title: Sandra Wilbanks, Principal
Print Name and Title

Title: Gloria. Sandoval, CEO
Print Name and Title

Authorized and Approved by:

[Signature] 9/28/15
Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

[Signature] 8-27-15
Originator's Signature Date
Sandra Wilbanks, Principal
Print Name of Originator and Title

Meadow Homes Elementary
Site/Department Originating this Contract

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

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

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**

1. Provide a therapist(s) to work six (6) hours per day (5 hours on-site, and 1 hour administrative time per day) and up to four days per week at Meadow Homes School.
2. Provide psychotherapy to students referred for services, which will include assessment, treatment planning, individual or group counseling, crisis assessment and intervention, and collaboration with parents, teachers, and other school staff as needed.
3. Attend regularly scheduled meetings with school staff to collaborate on issues of students as needed.
4. Provide Informed Consent forms to parents/guardians and obtain written permission to provide services prior to service provision. No student can participate in any activity or service provided by STAND! without a completed written parent permission form.
5. Request written parent/guardian permission to exchange information with district personnel for each student referred for services. The STAND! release of information form will be used for this purpose.
6. In the event an urgent or emergency circumstance is encountered by a STAND! provider (i.e., required CPS report, hospitalization, evaluation, safety concerns, etc.) the STAND! provider will immediately contact the Principal, Assistant Principal, or a school administrator in person or by phone, and subsequently contact the STAND! supervisor.
7. Student or family participation in STAND! services are completely voluntary,
8. A student, parent, or legal guardian may discontinue services at any time by communicating this verbally or in writing to the provider or school site administrator. Provider(s) will inform the assistant principal or designee if this occurs.

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:	STAND! for Families Free of Violence
Services to be performed under the Agreement:	Therapy
Schools/Locations where services will be performed:	Meadow Homes Elementary School
Total amount to be paid by the District under this Agreement:	\$ 40,000.00
Term of Agreement:	
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	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."

Gloria J. Sandoval
Independent Contractor/Consultant Signature

Mary-Louise Newling 9/28/15
Superintendent or Designee's Signature

Gloria J. Sandoval 07/30/2015
Print Name Date
Independent Contractor/Consultant

MARY-LOUISE NEWLING 9/28/15
Print Name Date
Superintendent or Designee's Signature

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) STAND! For Families Free of Violence		
	Business name/disregarded entity name, if different from above (same as above)		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 1410 Danzig Plaza	Requester's name and address (optional)	
	City, state, and ZIP code Concord, CA 94520		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	4	-	2	4	7	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/2/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
4/2/15

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heffernan Insurance Brokers 1350 Carback Avenue, Suite 200 Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 EMAIL: ADDRESS:														
INSURED STAND! Against Domestic Violence dba: STAND! For Families Free of Violence 1410 Danzig Plaza Concord, CA 94520	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">INSURERS AFFORDING COVERAGE</th> <th style="width:50%;">NAIC #</th> </tr> <tr> <td>INSURER A: New York Marine & General Ins. Co.</td> <td>16608</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>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: New York Marine & General Ins. Co.	16608	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES: **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY	X		PK201500005963	04/01/15	04/01/16	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
	X See "Other Coverage"						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	AUTOMOBILE LIABILITY			AU201500006688	04/01/15	04/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			UM201500002844	04/01/15	04/01/16	EACH OCCURRENCE	\$ 3,000,000
	EXCESS LIAB						AGGREGATE	\$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC201500008694	04/01/15	04/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Employee Dishonesty			PK201500005963	04/01/15	04/01/16	Limit: Deductible:	\$ 500,000 \$ 1,000
A	Professional Liability			PK201500005963	04/01/15	04/01/16	Aggregate: Each Prof. Incident:	\$ 3,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: PR R81359. Mt Diablo Unified School District and Meadow Homes Elementary School are named as additional insured on General Liability policy if required by written contract per attached endorsement.

CERTIFICATE HOLDER Mt Diablo Unified School District 1371 Detroit Ave., Concord, CA 94520	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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COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Company Name / Address: New York Marine and General Insurance Company 59 Maiden Lane, 27th Floor New York, NY 10038	Producer Name / Address / Number: Tangram Insurance Services 140 2nd Street, Suite 230 Petaluma, CA 94552
Named Insured: STAND! For Families Free of Violence	
Mailing Address: 1410 Danzig Plaza Concord, CA 94520	
Policy Period	
From: 4/1/2015	
To: 4/1/2016 At 12:01 AM Standard Time at your mailing address shown above	

Form Of Business:		
<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Join Venture
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation/Organization	<input type="checkbox"/> Other
Business Description: Non-Profit Social Service		

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Limits Of Insurance		
Each Occurrence Limit	\$	3,000,000
Personal And Advertising Injury Limit	\$	3,000,000
Aggregate Limit	\$	3,000,000
Other: Abusive Conduct Liability	\$	3,000,000
Other: Social Services Professional	\$	3,000,000
Other: Employee Benefits Liability	\$	3,000,000

Limits Of Insurance		
Self-Insured Retention:	\$	10,000

Premium		
Policy Premium	\$	4,274
State Taxes Or Surcharges	\$	-
Terrorism Premium (Certified Acts)	\$	-
Total Policy Charges	\$	4,274
<input checked="" type="checkbox"/> Flat Rate	Deposit Premium	\$ 4,274
<input type="checkbox"/> Adjustable Rate	Minimum Premium	\$ 4,274
Per:		

Endorsements Attached To This Policy
Refer To Attached Endorsement: IL 0032 - Schedule Of Forms And Endorsements

Schedule Of Underlying Insurance																				
Commercial Auto Liability	Company: New York Marine and General Insurance Company																			
	Policy Number: AU201500006688																			
	Policy Period: 4/1/2015 To 4/1/2016																			
	Limits Of Insurance:																			
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Bodily Injury Liability</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 30%;">Each Person</td> </tr> <tr> <td></td> <td>\$</td> <td style="text-align: center;">-</td> <td>Each Accident</td> </tr> <tr> <td>Property Damage Liability</td> <td>\$</td> <td style="text-align: center;">-</td> <td>Each Accident</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">OR</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> <td>1,000,000 Combined Single Limit</td> </tr> </table>	Bodily Injury Liability	\$	-	Each Person		\$	-	Each Accident	Property Damage Liability	\$	-	Each Accident			OR			\$	
Bodily Injury Liability	\$	-	Each Person																	
	\$	-	Each Accident																	
Property Damage Liability	\$	-	Each Accident																	
		OR																		
	\$		1,000,000 Combined Single Limit																	
Employer's Liability	Company: New York Marine and General Insurance Company																			
	Policy Number: WC201500008694																			
	Policy Period: 4/1/2015 To 4/1/2016																			
	Limits Of Insurance:																			
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Bodily Injury By Accident Each Accident</td> <td style="width: 10%;">\$</td> <td style="width: 10%;"></td> <td style="width: 30%;">1,000,000</td> </tr> <tr> <td>Bodily Injury By Disease Policy Limit</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> <tr> <td>Bodily Injury By Disease Each Employee</td> <td>\$</td> <td></td> <td>1,000,000</td> </tr> </table>	Bodily Injury By Accident Each Accident	\$		1,000,000	Bodily Injury By Disease Policy Limit	\$		1,000,000	Bodily Injury By Disease Each Employee	\$		1,000,000							
Bodily Injury By Accident Each Accident	\$		1,000,000																	
Bodily Injury By Disease Policy Limit	\$		1,000,000																	
Bodily Injury By Disease Each Employee	\$		1,000,000																	
General Liability	Type Of Coverage: <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made																			
	RetroActive Date (Claims-made Coverage):																			
	Company: New York Marine and General Insurance Company																			
	Policy Number: PK201500005963																			
	Policy Period: 4/1/2015 To 4/1/2016																			
	Limits Of Insurance:																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Each Occurrence</td> <td style="width: 10%;">\$</td> <td style="width: 10%;"></td> <td style="width: 30%;">1,000,000</td> </tr> <tr> <td>Personal And Advertising Injury</td> <td>\$</td> <td></td> <td>1,000,000 Any one person or organization</td> </tr> <tr> <td>Products-Completed</td> <td>\$</td> <td></td> <td>2,000,000</td> </tr> <tr> <td>Operations Aggregate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>General Aggregate</td> <td>\$</td> <td></td> <td>3,000,000</td> </tr> </table>	Each Occurrence	\$		1,000,000	Personal And Advertising Injury	\$		1,000,000 Any one person or organization	Products-Completed	\$		2,000,000	Operations Aggregate				General Aggregate	\$		3,000,000
Each Occurrence	\$		1,000,000																	
Personal And Advertising Injury	\$		1,000,000 Any one person or organization																	
Products-Completed	\$		2,000,000																	
Operations Aggregate																				
General Aggregate	\$		3,000,000																	

Other Coverage	Type Of Coverage: <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made
	RetroActive Date (Claims-made Coverage):
	Company: New York Marine and General Insurance Company
	Policy Number: PK201500005963
	Policy Period: 4/1/2015 To 4/1/2016
Other Coverage	Limits Of Insurance: Abusive Conduct Liability Each Occurrence: \$ 1,000,000 Aggregate: \$ 3,000,000
	Type Of Coverage: <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made
	RetroActive Date (Claims-made Coverage):
	Company: New York Marine and General Insurance Company
	Policy Number: PK201500005963
Other Coverage	Policy Period: 4/1/2015 To 4/1/2016
	Limits Of Insurance: Social Services Professional Liability Each Occurrence: \$ 1,000,000 Aggregate: \$ 3,000,000
	Type Of Coverage: <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims-Made
	RetroActive Date (Claims-made Coverage): 4/1/2015
	Company: New York Marine and General Insurance Company
Other Coverage	Policy Number: PK201500005963
	Policy Period: 4/1/2015 To 4/1/2016
	Limits Of Insurance: Employee Benefits Liability Each Occurrence: \$1,000,000 Aggregate: \$1,000,000
	Type Of Coverage: <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made
	RetroActive Date (Claims-made Coverage):
Other Coverage	Company:
	Policy Number:
	Policy Period:
	Limits Of Insurance: Each Occurrence: \$0 Aggregate: \$0

These Policy Declarations and applicable Coverage Part Declarations, together with the Common Policy Conditions, coverage forms, and endorsements issued to form a part thereof, complete the above policy.

Authorized Representative Signature: _____ Date: _____

SCHEDULE OF FORMS AND ENDORSEMENTS

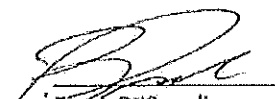
FORMS FOR ALL APPLICABLE COVERAGE PARTS:	
UC DS 01 07 13	Commercial Liability Umbrella Declarations
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
IL 00 17 11 98	Common Policy Conditions
END SCHD 07 02	Schedule Of Forms And Endorsements
IL 00 01 10 10	Signature Page
CU 21 23 02 02	Nuclear Energy Liability Exclusion Endorsement
CU 21 26 04 13	Exclusion - Cross Suits Liability
CU 21 27 12 04	Fungi Or Bacteria Exclusion
IL 20 03 07 13	Important Notice To Policyholders Fungi Or Bacteria Endorsements
UC 45 05 07 13	Asbestos Exclusion
UC 45 50 07 13	Lead Exclusion
CU 21 50 03 05	Silica Or Silica-Related Dust Exclusion
CU P 003 04 13	Exclusion - Silica Or Silica-Related Dust Notice To Policyholders
CU 21 46 01 06	Exclusion Of Terrorism
CU 21 33 01 08	Exclusion of Certified Acts of Terrorism
IL 20 01 07 13	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
CU 21 87 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Not Included
CU 04 03 12 07	Employee Benefits Liability Coverage
CU 27 00 04 13	Underlying Claims-Made Coverage
CU 21 41 04 13	Exclusion - Counseling Services
UC 05 11 03 14	Abusive Conduct Limited Liability Endorsement
UC 05 09 04 14	Social Services Professional Liability Endorsement
CU 22 02 09 00	Exclusion - Corporal Punishment
CU 01 91 05 05	California Changes
CU 02 23 09 12	California Changes - Cancellation And Nonrenewal
IL N 018 09 03	California Fraud Statement
IL N 177 09 12	California Premium Refund Disclosure Notice

SIGNATURE PAGE

In witness whereof, (insert writing company name) has caused this policy to be signed by its president and secretary.



Joseph J. Beneducci
President



Frank D. Papalia
Secretary

Named Insured:
Policy #:
Policy Period:

IL 0001 (1010)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELUXE COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE - EXTENSIONS OF COVERAGE

Coverages	
Additional Insured	Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage
Additional Insured - Vendors	Incidental Medical Services Coverage
Blanket Waiver Of Subrogation	Liberalization
Broadened Bodily Injury	Non Employment Discrimination
Broadened Named Insured	Non-owned Watercraft Coverage
Duties In The Event Of An Occurrence, Offense, Claim Or Suit	Personal And Advertising Injury
Expected Or Intended Injury	Supplementary Payments - Increased Limits
Fellow Employee Coverage	Unintentional Failure To Disclose Hazards
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Coverage extensions under this section only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

1. Additional Insured

Paragraph 2. of Section II - Who Is An Insured is amended by the addition of the following:

a. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy;
- (2) The "bodily injury", "property damage" or "personal and advertising injury" for which said person or organization is held liable occurs subsequent to the execution of such "insured contract";
- (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the "insured contract";

(4) Such person or organization is an insured only with respect to:

- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
- (b) Your ongoing operations performed for that insured;
- (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
- (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
- (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the "products-completed operations hazard";

(5) This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "occurrence" or offense:

- (a) Which takes place at a particular premise after you cease to be a tenant of that premises;
- (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
- (c) Which takes place after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
- (d) Which takes place after the expiration of any equipment lease to which (A)(4) above applies.

- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (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.

However, if an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

3. Blanket Waiver Of Subrogation

Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions and Section IV - Products/Completed Operations Liability Conditions is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a. 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 the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

4. Broadened Named Insured

Paragraph 3, of Section II - Who Is An Insured is replaced by the following:

Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization;
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- a. Coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, 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.

The final paragraph of Section II - Who Is An Insured is replaced by the following:

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. However, this does not apply to a limited liability company that meets all of the conditions of Section II - Who Is An Insured, above.

5. Broadened Bodily Injury

Paragraph 3. of Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

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

Paragraph 2.a. of Section IV - Commercial General Liability Conditions is replaced by the following:

a. You must see to it that we or any licensed agent of ours are notified of a general liability "occurrence" or offense which may result in a claim as soon as practicable after it becomes known to:

- (1) You, if you are an individual;
- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an "occurrence" or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

b. 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.

7. Expected Or Intended Injury

Paragraph 2.a. Expected Or Intended Injury of the Exclusions provision of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Fellow Employee Coverage

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced by the following:

- (1) "Personal and advertising injury";

However subsections (a), (b), (c) and (d) remain unchanged.

9. Fire, Explosion, Sprinkler Leakage Or Lightning Legal Liability Coverage

The final paragraph of the Exclusions provision of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage or lightning to premises while:

- (1) Rented to you;
- (2) Temporarily occupied by you with the permission of the owner; or
- (3) Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

Paragraph 6. of Section III Limits Of Insurance is replaced by the following:

Subject to paragraph 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

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

Subsections 4.b.(1)(a)(ii) and 4.b.(1)(a)(iii) of paragraph 4.b. Excess Insurance of the Other Insurance condition of Section IV - Commercial General Liability Conditions is replaced by the following:

- (ii) That is Fire, Explosion, Sprinkler Leakage, or Lightning Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner;

Paragraph 9.a. of Section V - Definitions is replaced by the following:

- 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, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an "insured contract";

10. Incidental Medical Services Coverage

Section I - Coverages is amended to include the following additional coverage:

We will pay for "bodily injury" arising out of the rendering of or failure to render the following treatment or services by an "employee" or "volunteer worker" for an accident occurring during the policy period:

- a. First aid treatment including cardiopulmonary resuscitation (CPR); and
- b. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in a. and b. above.

Paragraph e. Employer's Liability of the Exclusions provision of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability does not apply to psychological injury arising out of the services described above.

11. Liberalization

Section IV - Commercial General Liability Conditions is amended by the addition of the following condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

12. Non Employment Discrimination Liability

Unless "personal and advertising injury" is excluded from this policy, the following applies:

Paragraph 14. of Section V - Definitions is amended by the addition of the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury" arising out of "discrimination".

Section V - Definitions is amended by the addition of the following:

"Discrimination" means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age or national origin in comparison to one or more persons who are not members of the specified class.

Paragraph 2. Exclusions of Section I - Coverages, Coverage B - Personal And Advertising Injury Liability is amended by the addition of the following exclusions:

This insurance does not apply to:

"Discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

"Discrimination", if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of "discrimination".

13. Non-owned Watercraft Coverage Extension

Paragraph 2.g.(2) of the Aircraft, Auto Or Watercraft exclusion of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to:

(1) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

14. Personal And Advertising Injury Liability

Unless "personal and advertising injury" is excluded from this policy, the following applies:

Paragraph e. Contract Liability of the Exclusions provision of Section I - Coverages, Coverage B - Personal And Advertising Injury Liability is deleted.

15. Supplementary Payments - Increased Limits

Paragraphs 1.b., 1.d., and 1.e. of Supplementary Payments - Coverages A and B of Section I - Coverages are replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. 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 substantiated loss of earnings up to \$500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit".

16. Unintentional Failure To Disclose Hazards

Paragraph 6. Representations of Section IV - Commercial General Liability Conditions is amended by the addition of the following:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.