

City and County of Denver  
Division of Real Estate  
201 W. Colfax Avenue, Dept. 1010  
Denver, CO 80202  
Project Description: 2597 W. 11<sup>th</sup> Ave.  
Asset Mgmt No.: 21-027

**TEMPORARY LICENSE**  
(2597 W. 11th)

**THIS LICENSE** (“License”) is granted by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) to **IHC SCOTT, INC.**, a Colorado corporation, whose address is 9200 E. Mineral Ave., Suite 400, Centennial, CO 80112 (“Licensee”).

In consideration of the sum of **TEN DOLLARS AND 00/100 (\$10.00)**, and the covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, City sells, conveys, transfers, and delivers to the Licensee, and its successor and assigns, a temporary license for use of the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the “Temporary License Area”) for **access, staging of materials, storage of materials (general construction storage and non-hazardous materials), storage containers, construction office/trailer and parking.** (“Allowable Use”), subject to and in accordance with the following terms and covenants (the “Temporary License”):

**1. Term, and Scope of Work.** The term of the Temporary License is 90 days from the effective date (the “Term”). Licensee shall return the Temporary Easement Area free from all construction debris and in a condition as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.

The Licensee is required to provide Vehicle tracking control (VTC) at all ingress/egress locations where there is vehicle movement between paved and unpaved areas. If the total area of disturbance is more than one acre, Licensee shall have an erosion control permit.

**2. Revocation and Retained Rights of City.** The City retains the absolute right to revoke the License for any reason. Revocation shall be in writing signed by the Director of Real Estate (the “Director”). The City may give Licensee 30-days’ notice of the revocation if such notice is not detrimental to the City, as solely determined by the City. The City reserves the right to use and occupy the Temporary License Area in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

**3. Use of Temporary License Area.** As a condition of the License, Licensee shall use the Temporary License Area as follows:

- a. Use. The Temporary License Area shall only be used for the Allowable Use.
- b. Other Permits. Prior to commencement date of the License, Licensee shall obtain all necessary federal, state, and local permits for the use of the Temporary License Area. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License

shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use.

c. **Damage or Injury.** The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee's use of the Temporary License Area under the terms of this License.

4. **Termination.** In the event this License is canceled, terminated or revoked by either Party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Temporary License Area, and shall restore the Temporary License Area to its original condition as determined by the Director. The provisions of Section 8 shall apply to any damage to the Temporary License Area.

5. **No Cost to City.** The exercise of the privileges granted by this License shall be without cost or expense to the City.

6. **Maintenance.** The Licensee shall be responsible for maintaining the Temporary License Area during the term of this License in the same condition that existed as of the date of this License.

7. **Damage to City Property.** Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

8. **Compliance with Environmental Requirements.** Licensee shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

9. **Insurance.**

a. **General Conditions.** Licensee agrees to secure, at or before the time of execution of this License, the following insurance covering all operations, goods or services provided pursuant to this License. Licensee shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement

stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” Additionally, Licensee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Licensee. Licensee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of the Licensee. The Licensee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.

b. Proof of Insurance. Licensee shall provide a copy of this License to its insurance agent or broker. Licensee may not commence services or work relating to the License prior to placement of coverage. Licensee certifies that the certificate of insurance attached as **Exhibit B**, complies with all insurance requirements of this License. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this License shall not act as a waiver of Licensee’s breach of this License or of any of the City’s rights or remedies under this License. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Licensee and sublicensee’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation. For all coverages, Licensee’s insurer shall waive subrogation rights against the City.

e. Subcontractors and Sublicensees. All subcontractors and sublicensees (including independent contractors, suppliers or other entities providing goods or services pursuant by this License) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Licensee. Licensee shall include all such subcontractors and sublicensees as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and sublicensees maintain the required coverages. Licensee agrees to provide proof of insurance for all such subcontractors and sublicensees upon request by the City.

f. Workers’ Compensation/Employer’s Liability Insurance. Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Licensee expressly represents to the City, as a material representation upon which the City is relying in entering into this License, that none of the Licensee’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this License, and

that any such rejections previously effected, have been revoked as of the date Licensee executes this License.

g. Commercial General Liability. Licensee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability. Licensee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this License.

i. Additional Provisions.

(a) For Commercial General Liability, the policy must provide the following:

- (i) That this License is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability on the policy;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the License term commencement date or the first date when any goods or services were permitted pursuant to this License, whichever is earlier

(c) Licensee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Licensee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**10. Defense and Indemnification.**

a. Licensee hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this License (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Licensee or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

b. Licensee's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Licensee's duty to defend and indemnify the City shall arise even if the City is the only Party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Licensee will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

d. Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this License.

**11. Notices.** All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: IHC Scott, Inc.  
9200 E. Mineral Ave., Suite 400  
Centennial, CO 80112

City: Mayor City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202  
  
Director of Real Estate  
201 W. Colfax Avenue, Dept. 1010  
Denver, Colorado 80202  
  
Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

Any Party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

**12. Compliance with Laws.** All persons or entities utilizing the Temporary License Area pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

**13. Severability.** The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

**14. Applicable Law/Venue.** Each and every term, condition, or covenant of this License is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

**15. Nondiscrimination.** In connection with the Allowable Use under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further agrees to insert this provision in all subcontracts hereunder.

**16. Examination of Records.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276.

**17. Entire License.** This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this License in writing.

**18. Amendments.** No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

**19. Authority.** Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

**20. Appropriation.** All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.

**21. Conflict of Interest by City Officers.** Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a Party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

**22. No Personal Liability.** No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

**23. Effective Date.** This Temporary License shall not be or become effective or binding on the parties hereto until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council. The effective date shall be the date the City delivers a fully executed copy of this License to the Licensee.

**24. Electronic Signatures and Electronic Records.** Licensee consents to the use of electronic signatures by the City. The License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the License solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the License in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit A – Description of the Temporary License Area**

**Exhibit B – Certificate of Insurance**

[The remainder of this page left intentionally blank]

**Contract Control Number:** FINAN-202157703-00  
**Contractor Name:** IHC SCOTT INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



**Contract Control Number:**  
**Contractor Name:**

FINAN-202157703-00  
IHC SCOTT INC

**See Attached  
Signature page**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

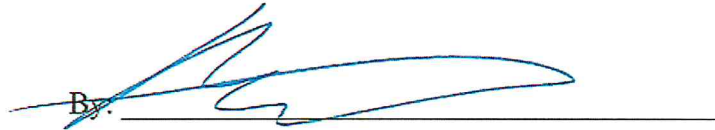
By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Contract Control Number:  
Contractor Name:

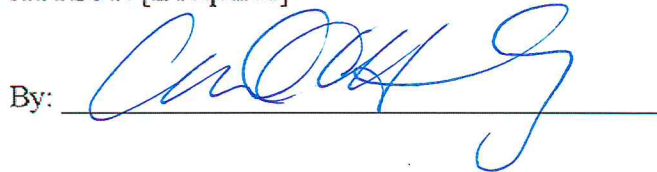
FINAN-202157703-00  
IHC SCOTT INC

By: 

Name: Tony Roberts  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

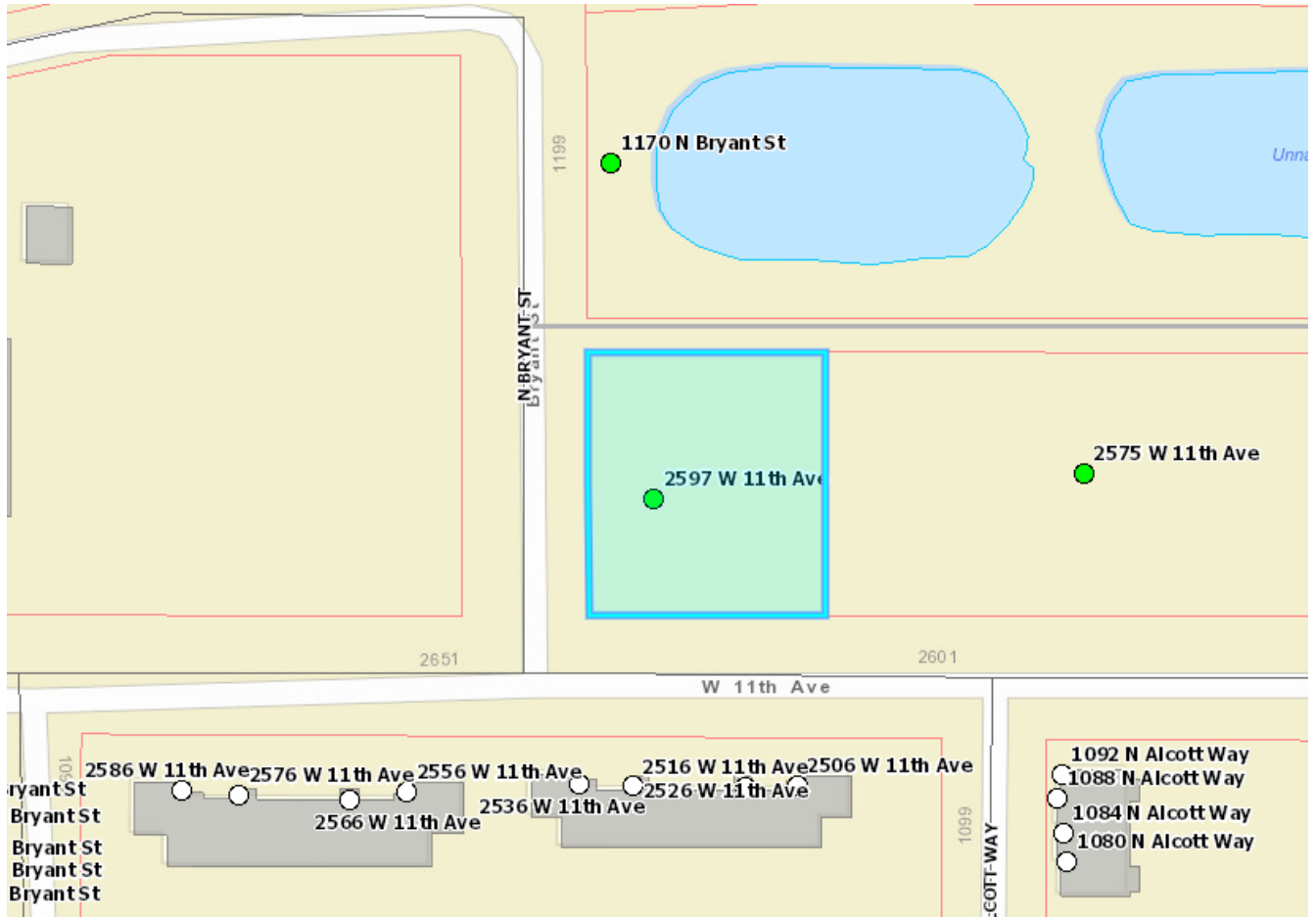
By: 

Name: Clint Harley  
(please print)

Title: Corporate Counsel  
(please print)

**Exhibit A**  
(Legal Description and Depiction)

LOTS 25, 26, 27, 28 AND THE WEST 1/2 OF LOT 29, BLOCK 2, SOUTH FAIRVIEW, CITY AND COUNTY OF DENVER, STATE OF COLORADO.



**Exhibit B**  
**(Certification of Insurance)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2021

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).


<b>PRODUCER</b> License # 92472 <b>Beehive Insurance Agency</b> 302 West 5400 South #101 Salt Lake City, UT 84107-8225	<b>CONTACT NAME:</b> Danielle Marchant <b>PHONE (A/C, No, Ext):</b> 6858 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> dmarchant@beehiveinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>IHC Scott, Inc.</b> 9200 East Mineral Avenue, Suite 400 Centennial, CO 80112	<b>INSURER A :</b> The Travelers Indemnity Company <b>25658</b>
	<b>INSURER B :</b> Travelers Property Casualty Co of America <b>25674</b>
	<b>INSURER C :</b> Liberty Surplus Insurance <b>10725</b>
	<b>INSURER D :</b> Phoenix Insurance Company <b>25623</b>
	<b>INSURER E :</b> Westchester Fire Insurance Co <b>10030</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **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	X		VTC2K-CO-5642B443-IND	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>2,000,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>	
	<input checked="" type="checkbox"/> CONTRACTUAL						MED EXP (Any one person) \$ <b>10,000</b>	
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$	
B	<b>AUTOMOBILE LIABILITY</b>			VTC2J-CAP-5642B455-TIL	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b>	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000444050-01	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>5,000,000</b>	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>5,000,000</b>	
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y / N	UB-1L268314-20-25-H	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> N / A	E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
								E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
E	<b>Excess Liability</b>			G72499529001	1/1/2021	1/1/2022	2nd Layer \$5Mx\$5MxP <b>5,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City and County of Denver is Additional Insured in accordance with the attached policy forms

<b>CERTIFICATE HOLDER</b>  City and County of Denver 1600 W. 12th Ave. Denver, CO 80204	<b>CANCELLATION</b>  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 

POLICY NO. VTC2K-CO-5642B443-IND

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>B.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p><b>C.</b> Incidental Medical Malpractice</p> <p><b>D.</b> Blanket Waiver Of Subrogation</p> <p><b>E.</b> Contractual Liability – Railroads</p> <p><b>F.</b> Damage To Premises Rented To You</p> |
|--|---|

**PROVISIONS****A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.