

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this ___ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City” or “Lessor”), and **GE JOHNSON CONSTRUCTION COMPANY INC.**, doing business at 25 N. Cascade Avenue, Suite 400, Colorado Springs, Colorado 80903 (“Lessee”).

WITNESSETH:

WHEREAS, the City is the owner of certain property located at 13th Avenue and Elati Street in Denver, Colorado (“Property”); and

WHEREAS, the Lessee desires to lease the Property for use as a construction staging area for lay-down of materials and to locate a construction trailer; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessor agree as follows:

1. **LEASED PREMISES:** Subject to the terms of this Lease and Agreement, the City grants to the Lessee, and Lessee accepts from the City, the exclusive use and occupancy of the Property, approximately 12,502 usable square feet of space located at parking lot commonly known as 519 W. 13th Avenue and approximately 1309 through 1315 Elati Street in Denver, Colorado, as more particularly described in **Exhibit A**, together with all improvements and appurtenances located thereon, ingress and egress.

2. **TERM:** The term of this Lease shall begin October 1, 2010 and terminate on September 30, 2012, unless sooner terminated pursuant to the terms of this Lease. Lessee may extend the lease for two additional 30-day periods upon the same terms as those agreed to herein, conditioned upon Lessee providing written notice to City at least 90 days prior to the expiration of the Term of this Lease of Lessee’s intent to extend such Term for up to 60 days.

3. **RENT and OPERATING EXPENSES:**

(a) The Lessee shall pay to Lessor for the rent of the Property for the term of this Lease the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month during the Term and any extension period.

(b) The Lessee shall be responsible for paying all operating expenses directly to the provider of those services. These expenses include, but are not limited to, the cost of

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utility connections and services, trash removal, snow removal permitting fees, possessory use tax, and insurance (“Operating Expenses”).

4. **USE:** The Lessee shall use the Property as a construction staging area for lay-down of materials not to exceed the height of a typical construction trailer, and the location of a construction trailer. The Lessee shall use the Property in a careful, safe, and proper manner and it shall not use or permit said premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or Ordinances of the City and County of Denver.

5. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Property, subject to the other terms hereof.

7. **TENANT IMPROVEMENTS:** Lessee shall make all improvements and finishes at its own expense, and such improvements and finishes shall be removed upon termination of this Lease, including the existing chain link fence, which Lessee may use during the Term of the Lease. Lessee shall, at the end of the Term of the Lease, provide a new chain link fence around the perimeter of the Property to be built to City specifications, including openings for traffic. Also upon or before the end of the Term of this Lease, Lessee shall pay to Lessor the sum of Twenty-Five Thousand Dollars (\$25,000.00) to defray the cost of restoring the Property for future use.”

8. **ENTRY BY LESSOR:** The Lessee shall permit representatives of the City to enter into and upon the Property at all reasonable hours to inspect the same, and make any repairs deemed necessary by Lessor, and the Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

9. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, the Lessee shall deliver the Property to the City in the same condition, with the exception of the fencing referenced in Paragraph 7 above, as the Property was in at the beginning of this Lease term, ordinary wear and tear excepted.

10. **SERVICES FURNISHED BY LESSOR:** The City is providing no services to the Lessee. All such services shall be acquired by the Lessee at its sole expense.

11. **INDEMNITY:** The Lessee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers’

Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Property for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of the Lessee, the Lessee's agents, employees, tenants, assignees, or of any other person entering upon the Property under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This indemnity shall survive the expiration or earlier termination of this Lease. Lessee need not, however, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. Insurance coverage specified herein constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Lessee under this Lease. The Lessee shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that it may deem necessary.

12. **LOSS OR DAMAGE:** The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. If the Property, through no fault or neglect of the Lessee, its agents, its employees, invitees, or visitors, shall be partially destroyed or rendered useless by fire or other casualty, and the City elects to repair the same, the rent herein shall abate until such time as the Property is made useable by the City. In the event such repairs cannot be made within 90 days, the Lessee may elect to terminate this Lease. In the event of the total destruction of the Property without fault or neglect of the Lessee, its agents, employees, invitees, or visitors, or if from any cause the Property shall be so damaged that Lessee shall decide not to render it useful, then all rent owed up to the time of such destruction or termination shall be paid by the Lessee and this Lease shall cease and come to an end.

13. **HAZARDOUS SUBSTANCES:**

A. Lessee shall not cause or permit the storage, use, generation or disposition of any Hazardous Substances (as hereinafter defined) in the Leased Premises.

B. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of

Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance", pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

14. **HOLDING OVER:** If, after the expiration of the term of this Lease without the extension of the Term pursuant to Paragraph 2 above, or after such extension, the Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of the Lessee's occupancy, and at a rent equivalent to 125% of the most recent monthly installment of rent due hereunder, payable in advance on the first day of each calendar month thereafter. Such holding over may be terminated by City or Lessee upon ten (10) days' notice.

16. **REMEDIES UPON BREACH:** In the event of a breach of this Lease by Lessee, the City may, in addition to all of the rights and remedies provided at law or in equity, terminate this Lease and forthwith repossess the Leased Premises. Such retaking of the Leased Premises shall be deemed a surrender and termination of this Lease.

17. **TERMINATION:**

(a) Upon default. Upon thirty (30) days written notice, either party may terminate this Lease upon any default of the other party, unless the default specified in the notice is cured within the thirty (30) days. If notice is so given, the parties shall not be relieved of their duties to perform their obligations up to the date of termination.

(b) For convenience. After the first 18 months of the Term, either party may give the other party thirty (30) days notice to terminate this Lease for convenience.

18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Lease, Lessee 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, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. **LESSEE'S INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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, Contractor 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 Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor 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 Agreement.

b. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. 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, Contractor and subcontractor'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, Contractor's insurer shall waive subrogation rights against the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. **Commercial General Liability:** Contractor 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:** Contractor 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 Agreement

j. **Additional Provisions:**

- (a) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (ii) A severability of interests, separation of insureds or cross liability provision; and
 - (iii) 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 contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

20. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessee shall not assign or transfer its rights under this Lease, or sublet the Leased Premises, without first obtaining the written consent of the City.

22. **EXAMINATION OF RECORDS:** The Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessee involving matters directly related to this Lease.

23. **AMENDMENT:** No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director of Facilities Planning and Management shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the future of such

covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

24. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

25. **BINDING EFFECT**: This Lease, when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 23 above.

26. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, CO 80202

Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, CO 80202

To Lessee: GE Johnson Construction Company, Inc.
25 N. Cascade Avenue, Suite 400
Colorado Springs, CO 80903

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the party.

28. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by

any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

29. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Lease shall be deemed or taken to be a waiver of any other default or breach.

30. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

31. **CONFLICT OF INTEREST BY CITY OFFICER:** Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interested in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **APPROPRIATION:** The obligations of the City pursuant to this Lease, if any, or any renewal or holdover shall extend only to monies appropriated for the purpose of this Lease by the City Council, paid into the City Treasury, and encumbered for the purposes of this Lease. Lessor acknowledges that (i) City does not by this Lease irrevocably pledge present cash reserves for lease payments in future fiscal years; and (ii) this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any matters, except as required by the City's Revised Municipal Code.

33. **AUTHORITY TO EXECUTE:** The parties represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind each respective party.

34. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or

to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

35. **CITY'S EXECUTION OF AGREEMENT**: This Lease is expressly subject to, and shall not be or become binding on the City until, approval by its City Council and full execution by all signatories set forth below.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

ATTEST:

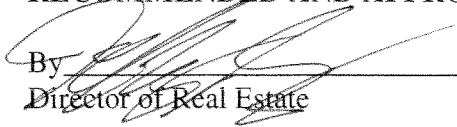
CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk and Recorder,
Ex-Officio Clerk of the City and County of Denver

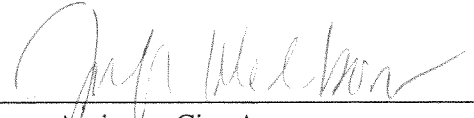
By _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:
DAVID R. FINE,
Attorney for the City and County of Denver

By  _____
Director of Real Estate

REGISTERED AND COUNTERSIGNED:

By  _____
Assistant City Attorney

By _____
Manager of Finance
Contract Control No. RC03015

By _____
Auditor

“CITY”

ATTEST:

GE JOHNSON CONSTRUCTION
COMPANY INC.

Taxpayer (IRS) I.D. No.84-0571619

By _____

Title _____

By  _____

Title PROJECT MANAGER

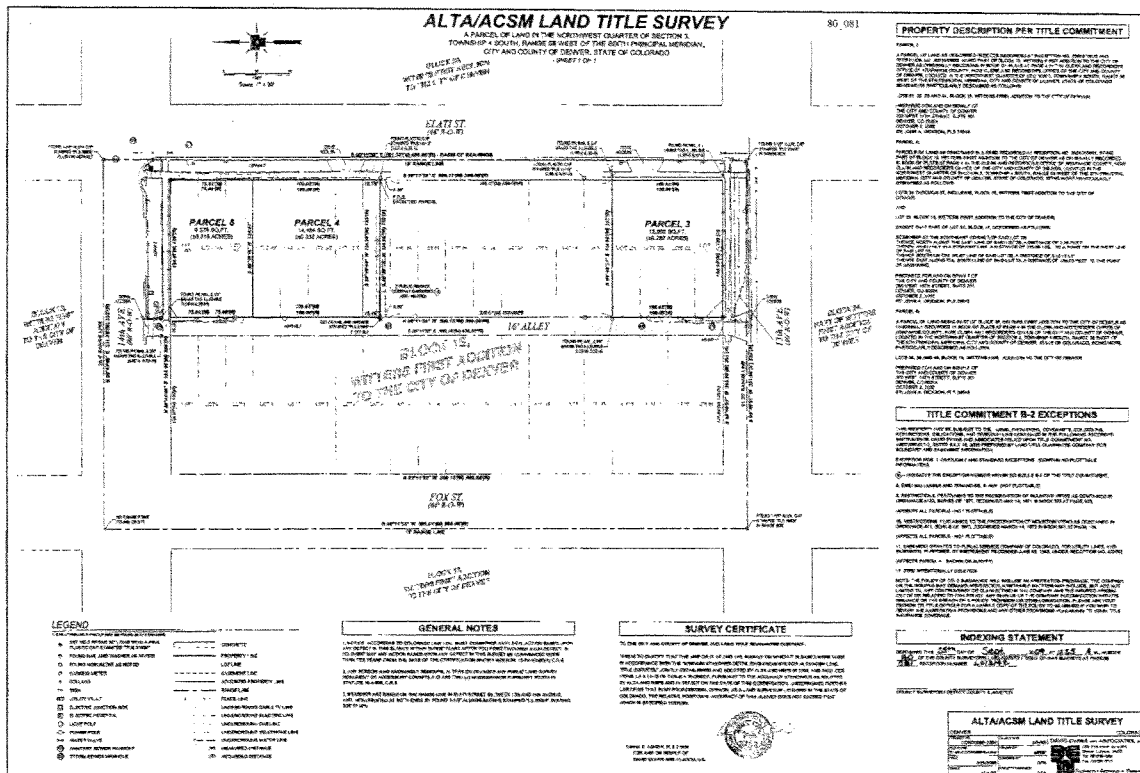
“LESSEE”

Exhibit A Description of Property
Exhibit B Certificate of Insurance

Exhibit A

Description of Property

Parcels of land within Block 19, Lots 21, 22, 23, and 24, commonly known as 519 W. 13th Avenue and ~1309-1315 Elati Street, Denver, Colorado, comprising approximately 12,502 square feet, as depicted as Parcel 3 in the survey below.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/01/10

PRODUCER
IMA of Colorado, Inc.
1550 17th Street
Suite 600
Denver, CO 80202

1-303-534-4567

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
G.E. Johnson Construction Company, Inc.
Attn: Accounts Payable
25 North Cascade Avenue, Suite 400
Colorado Springs, CO 80903

INSURER A: Travelers Indemnity Company
INSURER B: Travelers Prop. Casualty Co. of America
INSURER C: Argonaut Insurance Company (Pinnacol Assurance)
INSURER D: Pinnacol Assurance
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD DED: \$25,000 <input checked="" type="checkbox"/> Annual Agg Ded \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	DTC00670C701IND09	10/01/09	10/01/10	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT8100670C701TIL09	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	DTSMCUP0670C701TIL09	10/01/09	10/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4773582227 - CA ONLY	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC Statutory Limits	4048587 - CO ONLY	10/01/09	10/01/10	E.L. Each Accident \$ 100,000 EL Disease Ea Empl \$ 100,000 EL Disease Policy \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General, Automobile, and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

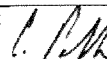
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

RE: Construction staging lot at 13th & Elati
 City and County of Denver
 1437 Bannock Street
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.