

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND EASY READER, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Easy Reader, Inc., a California corporation ("Easy Reader" or "Newspaper").

RECITALS

- A. WHEREAS, on June 3, 2025, City awarded Newspaper the Bid for the publication of legally required notices ("Legal Notices").
- B. WHEREAS, City seeks to utilize Newspaper's services to publish the Legal Notices on an "as needed" basis ("Services").
- C. WHEREAS, Newspaper has made a proposal to City to provide Services, and City desires to retain Newspaper to perform the Services.
- D. WHEREAS, on June 3, 2025, the City Council approved the Newspaper's Bid for the publication of Legal Notices for the period of July 1, 2025 to June 30, 2026.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

- 1. Newspaper shall publish the City's Legal Notices, including but not limited to all notices, orders, ordinances, and all other advertising matters in the manner required by the Bid, state, federal, and local laws, in the Easy Reader, a Newspaper of general circulation in the City. The Bid is attached hereto as Exhibit "A" and is incorporated herein.
- 2. Newspaper shall perform all Services in a good workman like manner.
- 3. City shall pay Newspaper \$10.00 per column inch for the services. The average size for a Boxed Legal (display format) is 5 by 4 inches and is approximately 1/8 of a page. Newspaper shall use a minimum of six (6) point pica size type and the column width shall be not less than 1.25 inches.
- 4. City shall approve a warrant to pay Newspaper for Services at the first City Council meeting upon City's receipt of Newspaper's invoice. Payment shall be made thirty (30) days after the approval of the warrant.
- 5. Upon Newspaper's receipt of a copy of the Legal Notices from the City, Newspaper shall publish all printing and advertising requests made by the City in the first publication of the Easy Reader. Newspaper shall comply with this procedure for the duration of this Agreement.

6. At Newspaper's own expense, Newspaper shall provide affidavits of publication to the City. City must email its request for affidavits of publication to the parties designated by the Newspaper in its Bid documents. If Newspaper changes its designated parties, Newspaper must give immediate written notice to the City.
7. Newspaper shall provide Services, without errors or omissions, and Newspaper shall carefully proofread all Legal Notices published and shall be responsible for the correct publication of the Legal Notices. In the case of any errors or omissions, which are the fault of the Newspaper, Newspaper shall republish the Legal Notices and all other publications affected, at no cost to the City.
8. Newspaper shall print all Legal Notices in adjacent columns of the Easy Reader and shall complete the publication on the same page as originated unless the Legal Notices contain more column inches than the completed Newspaper page.
9. Newspaper shall publish the Legal Notices on the Newspaper page generally used for legal notices and proposals.
10. Newspaper shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws, employment discrimination laws and minimum compensation laws.
11. In the event that a publication of Legal Notice appears in the Easy Reader after the expiration of this Agreement, and the publication thereof is not complete, then Newspaper shall complete the publication of the Legal Notice after the expiration of this Agreement at the rates provided under this Agreement.
12. Newspaper shall comply with the insurance requirements set forth in Exhibit "B." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
13. To the maximum extent permitted by law, Newspaper hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Newspaper's performance or work hereunder (including any of its officers, agents, employees, and Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole

negligence or willful misconduct of the City. Newspaper's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Newspaper or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Newspaper because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. Newspaper, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 14. All exhibits hereto are made a part hereof and incorporated herein by reference.
- 15. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Newspaper and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 16. This Agreement shall bind the heirs, successors, and assigns of Newspaper.
- 17. This Agreement shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 18. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable.
- 19. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Newspaper warrants and represents that he is duly authorized to enter into and execute this Agreement on behalf of Newspaper, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Newspaper.
- 20. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.


SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 3rd day of June 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

EASY READER, INC.
a California Corporation

James A. Light, Mayor

By: 
Name: Kevin Cody
Title: Publisher

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"
NEWSPAPER'S SUBMITTED BID

See the attached Bid.

**CITY OF REDONDO BEACH
BID FOR PUBLICATION OF LEGAL NOTICES
FOR THE CITY OF REDONDO BEACH
BID NO: CC-2425-006**

INSTRUCTION TO BIDDERS

Bids for the Publication of all Legal Notices for the City of Redondo Beach will be received by Robert Norman in **Financial Services**, 415 Diamond St., Door 1, Redondo Beach, until **4:30 p.m., Thursday, May 8, 2025**, at which time they will be publicly opened and read aloud. Bids received after the specified date and time will be considered late and returned to the bidder unopened.

Each bid shall be submitted in the following manner:

- In a sealed envelope bearing the bid number and title of the bid on the outside of the envelope;
- With the name and address of the bidder on the outside of the envelope;
- On the forms provided by the City Clerk's Office (see attached forms).

No bid shall be submitted by telephone, fax, or electronic mail. Incomplete bids will be considered non-responsive and will not be reviewed. No changes, modifications, corrections or additions may be made to the bid after it is submitted to the City of Redondo Beach. The City of Redondo Beach reserves the right to accept or reject any and all bids received and, to the extent permitted by law, to waive any irregularities in the Bid.

Section 19.5 of the City Charter of the City of Redondo Beach provides in part that the annual contract for the publication of all legal notices or other matter required to be published in a newspaper of general circulation circulated in the City of Redondo Beach shall be awarded to the lowest responsible bidder.

This Bid is subject to the provisions and requirements set forth in the attached specifications and the attached form contract. In the event a contract is awarded, the successful bidder shall comply with all the provisions, terms, and conditions specified in this Bid and the form contract.

This Bid is comprised of 14 pages including this page.

Additional Bid packets may be obtained by contacting the City Clerk's Office of the City of Redondo Beach. All questions should be directed to Laura Diaz at (310) 697-3181.

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES

BID NUMBER

CC-2425-006

The following constitutes the criteria that will be used to determine the "lowest responsible bidder":

1. Bidder must be a newspaper of general circulation in the City of Redondo Beach, and selected entity must be registered and in good standing with the Secretary of State.
2. Circulation and Readership of Newspaper
3. Bidder must publish, at a minimum, all legal notices in 6 point type.
4. Column Inch Rate
5. Width of column
6. Number of columns per page
7. Cost per Column Inch to publish a legal notice in 6 point type
8. Cost per Column Inch to publish a boxed legal ad in 6 point type
9. Cost to publish legal notice in a point type larger than a 6 point type
10. Cost to publish legal notice in a point type smaller than a 6 point type
11. Point Size Used in Publication of Legal Notices
12. Cost of emergency publications
13. Cost for printing the City's Official Seal on all legal notices
14. Cost to electronically transfer copy
15. Publication schedule
16. Copy submission deadline
17. Compatibility of software programs used for electronic submission
18. Space for legal ads will be compared using a formula based on the column width and price per column inch provided by the bidder.

Bidder Easy Reader
Name of Publication

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES
BID NUMBER
CC-2425-006

Background Information – Please complete fully.

NEWSPAPER:

Easy Reader

PARENT ENTITY (IF APPLICABLE):

Easy Reader Inc

ADDRESS:

67 14th Street, Hermosa Beach, Ca. 90254

PHONE:

(310) 372-4611

PRIMARY READERSHIP COMMUNITIES:

Redondo Beach, Hermosa Beach, Manhattan Beach

DISTRIBUTION:

45,000 montly, 5,000 weekly (3 x per week)

DO ALL RESIDENCES IN THE PRIMARY READERSHIP COMMUNITIES RECEIVE A NEWSPAPER?

Yes

FREQUENCY OF PUBLICATION:

CHECK ALL THAT APPLY:

DAILY _____ SUNDAYS _____ WEEKLY (Specify Day) Thursdays

SOFTWARE PROGRAMS USED:

Google Suite, Indesign

PREFERRED METHOD OF RECEIVING COPY:

E-mail attachment

CONTACT PERSON FOR LEGAL NOTICES:

Judy Rae

PHONE: (310) 372-4611

FAX: (310) 372-4611

EMAIL: Judy@easyreadernews.com

CONTACT PERSON FOR DISPLAY/EDITORIAL NOTICES:

PHONE: (310) 372-4611

FAX: (310) 372-4611

EMAIL: Judy@easyreadernews.com

**SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES
CC-2425-006**

Bidder Easy Reader
Name of Publication

No.	Description	
1	Column Inch Rate	\$10.00
2	Width of Column	1.25 inches
3	Number of Columns per Page	7
4	Cost for Printing Seal on all Legal Notices	no extra charge
5	Cost for Emergency Publication	No extra charge
6	Cost per Column Inch to publish a legal notice in 6 point type	\$10.00
7	Cost per Column Inch to publish a boxed legal ad in 6 point type	\$10.00
8	Point Size Used in Publication of Legal Notices	6
9	Cost to Publish Legal Notice in a Point Size Smaller than 6 Point Size	\$10/col inch
10	Cost to Publish Legal Notice in a Point Size Larger than 6 Point Size	\$10/col inch
11	Cost to Electronically Submit Copy of Legal Notices	\$0
12	Publication Schedule	Weekly, Thursday
13	Copy Submission Deadline	Friday (latest date is Tuesday noon)
14	Earliest Date Copy may be Submitted	Friday (latest date is Tuesday noon)
15	Latest Date Copy may be Submitted	Tuesday, noon

Bidder Easy Reader
Name of Publication

SPECIFICATIONS FOR PUBLICATION OF LEGAL NOTICES

BID NUMBER
CC-2425-006

THE UNDERSIGNED CERTIFIES THAT Easy Reader (NAME OF PUBLICATION) IS A NEWSPAPER OF GENERAL CIRCULATION PUBLISHED AND CIRCULATED IN THE CITY OF REDONDO BEACH; THAT THE ENTITY IS REGISTERED AND IN GOOD STANDING WITH THE SECRETARY OF STATE, AND THAT THE TERMS OF THIS BID START AFTER APPROVAL AND EXECUTION OF A CONTRACT AND ENDS 11:59 P.M. THE 30TH OF JUNE 2026; THAT THE FOLLOWING QUOTATIONS AND INFORMATION WILL APPLY TO ALL LEGAL NOTICES REQUIRED FOR PUBLICATION IN THE

SUBMITTED BY: _____

Kevin Cody

NAME: Kevin Cody, Easy Reader Inc.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Without limiting Newspaper's indemnification obligations under this Agreement, Newspaper 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 by the Newspaper, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Newspaper shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Newspaper shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Newspaper. General liability coverage can be provided in the form of an endorsement to the Newspaper's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Newspaper.

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

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Newspaper's part.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Newspaper shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractor

Newspaper shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

Risk Management

Newspaper acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2025

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Post Insurance Services Inc License #0551220 2356 Torrance Blvd Torrance CA 90501	CONTACT NAME: Stacey Tialavea PHONE (A/C, No, Ext): (310)328-3622 FAX (A/C, No): (310)328-6054 E-MAIL ADDRESS: stacey@postinsurance.com														
INSURED Easy Reader Inc. Po Box 427 Hermosa Beach CA 90254	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Underwriters Insuranc</td><td>30104</td></tr><tr><td>INSURER B: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insuranc	30104	INSURER B: Travelers Property Casualty Co	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24 WC 25 ALL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBABA2L7M	4/9/2025	4/9/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72SBABA2L7M	4/9/2025	4/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72SBABA2L7M	4/9/2025	4/9/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB6J0039492442	10/15/2024	10/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the Insured's operations.

The City of Redondo Beach, its Officers, Elected and Appointed Officials, Employees, and Volunteers are Addtl Insureds on General Liability per attached endt. Insurance is Primary & Non-Contributory.

CERTIFICATE HOLDER

Laura.Diaz@redondo.org; judy@

The City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

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

Dan Post/CASSIE

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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed 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 sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage" or "personal and advertising injury" arises out of the rendering of or the failure to render any professional services, including:



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

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

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

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

4. Separation Of Insureds

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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