Page 1 of 1



FOLSOM LAKE COLLEGE El Dorado Center | Rancho Cordova Center

10 College Parkway Folsom, CA 95630

PURCHASE ORDER NO. CBF21001B

PO Date: 7/1/2020

SHIP TO:

Date Required: 7/1/2020

Ordered By: Campbell/Yamamura Requisiton #: CBR F21001

BILL TO:

VENDOR:	Kathleen Leavitt			×
	1526 Bonanza Ln			
	Folsom	CA	95630	

FOLSOM LAKE COLLEGEFRECEIVINGA10 COLLEGE PARKWAY1FOLSOM, CA 95630F

FOLSOM LAKE COLLEGE ATTN: BUSINESS SERVICES 10 COLLEGE PARKWAY FOLSOM, CA 95630

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount				
1	Blanket purchase order for Membership Consultant services per included service agreement and scope of work, estimated @ \$2,100/ month.	1.00	ea	\$25,200.000	\$25,200.00				
-									
	Shipping/Handling (taxable)								
INSTRU	ICTIONS:	···········		Sub Total	\$25,200.00				
	St	ate Tax %	.00%	State Tax	\$0.00				
Shipping									
				Total PO Amount	\$25,200.00				
All shipments, invoices, and correspondence must be identified with our Purchase Order Number Direct all deliveries and delivery documents to the SHIP TO address. Direct all correspondence and invoices to the BILL TO address.									
NO PAYMENT will be made without an invoice.									
Paymer	ayment Terms: NET 30 Augustive Clowy J. 6/7/20								

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	College Act. Trust(81)								
$\overline{\mathbf{v}}$	Foundation(83)								
	IR(13,14)								
	Harris Ctr(55)								

7/1/20

CAMPUS-BASED REQUISITION

DATE Kathle	en Leavitt							
ADDRESS 1526	Bonanza Lan	е	_ REQ. # CBF_ _ PO REQUIRE					
CITY Folsom			_ P.O. # CBF					_
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Account Name	Bus Unit	Account	Fund De	epartment	Program	Class	Project	Amount
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Club Officer/Requestor) (aughar #				ata	
APPROVEDFaculty Advisor/Administrator			Voucher #			Da	ate	
			Warrant #			Da	ate	
				Contraction of the local sectors of the local secto				

WHITE-YELLOW-PINK: BUSINESS OFFICE

GOLDENROD: ORIGINATOR

Rev. 10/14

LOS RIOS COMMUNITY COLLEGE DISTRICT SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No		Attachment to Purchase Order No.						
This Agreement entered this day of	5	os Community College District (District) and						
(CONTRACTOR), Kathleen Leavitt	CONTRACTOR No	Social Security No. (on file)						
Business Name (if different)		FIN No						
Check One: Sole Proprietorship X Partnership	CorporationCheck One: U.S. C	Citizen X Resident AlienNon-resident Alien						
Telephone No. (916) 337-6779	_ (SSN or FIN No. must be provided for	payment)						
Address 1526 Bonanza Lane	City and State Z	_{ip} Folsom, CA 95630						
Are you now or have you been an employee of the D	istrict? Yes No X If yes, Da	teLocation						
Are you related to an employee of the District? Yes	No X . If yes, who							

GENERAL CONDITIONS:

1. **Scope of Work.** CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) <u>July 1st, 2020</u> to (date) <u>June 30th, 2021</u>. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$25,200, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: <u>net 30 days</u>

Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. Force Majeure. District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").

4. Termination. The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

5. Licenses, Permits, Etc. CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.

6. Independent CONTRACTOR not Agent.

a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.

b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.

c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.

d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.

e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.

f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.

g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or

corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number. h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

7. **Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).

8. **Indemnification**: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTORs obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.

9. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000.00 combined single limit per occurrence AND A \$3,000.000.00 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.

10. Equal Employment Opportunity. CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.

11. **Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

12. Integration, Amendments. This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: scope of work.

travel expenses . All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

13. Assignment Prohibited. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

14. General Safety Orders. All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.

15. Time. Time is of the essence in this Agreement.

16. **Public Works Projects**. CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code and all requirements regarding the payment of prevailing wages.

17. Costs. Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.

18. Work Authorization. Prior to DISTRICT's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. department; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.

19. Warranty. CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by the DISTRICT; or (c) any warranty period provided under any applicable California law.

20. Waiver. CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to

object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Kathleen Leavitt

Signature of CONTRACTOR Kathley Lawth Date 6-29-2020 Requisition #______ DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator GS Form 78:Rev.05/13/2020

MEMBERSHIP CONSULTANT Scope of work during the Harris Center closure July 1, 2020 – June 30, 2021

Summary:

The Membership Consultant (Consultant) shall lead a concerted effort to maintain and potentially grow the current membership, donor and volunteer base with a goal of keeping members, donors and volunteers engaged until the re-opening of the Harris Center of the Arts (HCA). Working closely with the Los Rios Colleges Foundation (Foundation) staff, the Consultant shall continue to cultivate the current membership and develop and implement strategies for retention and growth of members and donors to help ensure the future sustainability of the HCA.

Reporting:

The Consultant will report to the FLC President and the AVC Resource Development and work closely with the Director of Donor Relations. The Consultant will prepare a monthly activity report reporting activities, membership numbers and fundraising totals.

Schedule and Fees:

Consultant's fee will be \$2,100 per month for 832 hours, approximately 16 hours of work per week. Hours may fluctuate week to week depending on work needs, such as the closer the HCA gets to re-opening, the workload may be heavier.

Services Provided:

Member Retention:

- 1. Work with the Foundation staff on plans for maintaining and cultivating the current Harris Center membership.
- 2. Develop goals and implement strategies to encourage members' donations to help with operations for the re-opening during the HCA closure.
- 3. Focus special attention on moving expired members back into active membership status while encouraging current members to maintain membership status in preparation for the Center's re-opening.
- 4. Work with the Foundation staff to develop a plan for how Consultant can support current major donors and encourage them to participate in the reopening fundraising efforts.

Database and Donation Management:

- 1. Enter contact reports into Raiser's Edge to reflect interactions and new information about donors.
- 2. Run and review giving reports for HCA from Raiser's Edge for accuracy and tracking purposes. This includes donations made through IRAs, Donor Advised Funds, Stock, Volunteer hours, and Company Matches.
- 3. Research and identify potential availability of corporate matches and work with Foundation staff to track and realize these matching gift opportunities.

Stewardship and Communications:

- 1. Working with Foundation staff, manage communication and correspondence with donors and members, including monitoring and responding to donor phone calls, emails, and written communications.
- 2. Manage stewardship of members and donors, including writing personalized "thank yous" for all donations.
- 3. Work with the Foundation staff to assure timely preparation and distribution of membership renewal notices when the Center re-opens.
- 4. Prepare and distribute monthly donor/member e-newsletter.
- 5. Prepare and distribute invitations and notices to donors and members regarding opportunities to remain engaged with the HCA during its closure. These could include:
 - a. Invitations to monthly Art of Wine Zoom meetings with special artist guests.
 - b. Invitations to monthly Intermezzo Café coffee zoom meetings.
 - c. Invitations to participate in special approved donor activities as county health directives allow.
 - d. Invitation to Season Preview and advance ticket purchase opportunities when the Center re-opens.
- 6. Work with the Foundation staff with PISO support to:
 - a. Post timely social media content designed to build awareness of and energy around donations for the HCA re-opening.

- b. Develop and oversee preparation of donor/member brochures and fliers for fundraising during the closure and for re-opening preparation.
- c. Prepare and distribute direct-mail campaigns for re-opening fundraising and future membership ramp up. This may include solicitation letters, coordinating mail lists, coordination and assembly of material for mailing, interface with collateral designers, printers and mailing houses.

Event Planning:

- 1. Plan and execute donor/member related engagement and stewardship events during the closure.
 - a. Art of Wine Receptions on Zoom
 - b. Intermezzo Café on Zoom
 - c. Other special donor/member social gatherings that may be allowed during closure Art Gallery Receptions, off-site volunteer art exhibits with wine tasting involving current Art of Wine wineries.
 - d. Prepare and distribute invitations to donors and members to ensure highest level of engagement and attendance during the closure.

Other Fulfillment:

- 1. Monitor and work to ensure timely fulfillment of individual and business needs related to donations and eventually membership for re-opening.
 - a. Update donor/member acknowledgement information for website.
 - b. Coordinate HCA stewardship tours with Foundation staff to assist with re-opening fundraising efforts.

Campaign Planning and Execution:

- 1. Partner with the Foundation staff in the strategy, development, and implementation of fundraising campaigns, such as:
 - a. 10-10-10 Campaign

- b. Giving Tuesday in December 2020
- c. End-of-Year Giving 2020
- d. New Season Launch (when re-opening date is determined)
- e. Membership Madness (re-opening/renewal campaign direction)
- f. Partner with the Foundation staff to review and update the donor/member giving levels and associated benefits when reopening date is determined.
- g. Analyze data and make recommendations for further engagement and fundraising actions.

Volunteer Coordination:

- 1. In cooperation with the Foundation staff work with the HCA's established volunteer fundraising committee to keep them engaged with the Center during the closure. Utilize their expertise to help facilitate and carry out fundraising initiatives during the closure.
- 2. Send quarterly e-newsletter to HCA volunteers to provide updates and keep them engaged.

SERVICE AGREEMENT - Kathleen Leavitt

ADDENDUM A

Travel Expenses

Pre-approved membership program related mileage expense up to \$100 for the contract period will be reimbursed to contractor.

Mileage reimbursement will be calculated based on Los Rios Community College District standard reimbursement rate.

Invoicing for mileage reimbursement will be done once at the end of the fiscal year.

ne Seavett

Kathleen Leavitt Contractor

6-29-2020

Date

Whitney Yamamura President

7/1/20

Date

Augustine Chavez Vice President of Administration

Date

object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Kathleen Leavitt

Signature of CONTRACTOR Kathley Lawth Date 6-29-2020 Requisition #______ DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator GS Form 78:Rev.05/13/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.												
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).												
-	this certificate does not conter rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME:											
	His	scox Inc. d/b/a/ Hiscox Insurance A	gency	/ in C	A	PHONE (A/C, No	(888)	202-3007	FAX (A/C, No):			
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		thleen Leavitt				INSURER B : INSURER C :						
		26 Bonanza Lane				INSURE						
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CERTIFICATE HOLDER CANCELLATION												
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELI ACCORDANCE WITH THE POLICY PROVISIONS.												
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