

Application Form

Organization Information

If you would like to complete this application in Word first and copy your answers over later, use the following link: [Download Application](#)

The evaluation rubric that will be used to score your request is now available here: [Download Rubric](#)

Please pay attention to character limits while working on your draft. These limits include spaces.

Organization Name*

Community Tampa Bay Inc

Proposal Name*

Please choose a short name to identify this project within the grant portal:

Transition to Virtual Programming and Capacity Grant (COVID)

EIN*

81-0675602

Incorporation Year*

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

2005

Organizational Mission Statement*

What is your organization's mission statement? This should be no longer than one or two sentences.

The mission of Community Tampa Bay is to cultivate inclusive leaders to change communities through dialogue and cross-cultural interaction.

In other words, we empower people with the tools to have hard conversations with others who don't look like them, live like them, or love like them to create a community free from all forms of discrimination.

Our programs train and cultivate individuals who make a difference in institutions and communities by influencing others through dialogue and cross-cultural interactions. We can effect positive change when we have leaders across identities who influence culture and interrupt systemic institutional discrimination through personal relationships, advocacy, and representation.

Unique Entity ID (SAM)

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on SAM.gov and apply for one here (it is free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. **However**, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

Applying

Annual Operating Budget Size*

Please provide the amount of your annual operating budget, (expenditures only) for your entire organization.

\$547,780.00

Amount Requested*

The maximum grant amount is \$199,999.

\$11,855.00

Parent Non-Profit/Subsidiaries*

If your organization has a parent non-profit that has multiple subsidiaries, will multiple subsidiaries be applying in this process?

Example

Better Tomorrow is the parent non-profit of three organizations. Two of those organizations want to apply in this process. Both would select "Yes" on this question.

No

Request Specifics

Organization Programmatic Background*

Please describe the programming your organization offers to the community and the length of time it has been doing so. What does your organization **do** and **how long** has it been doing it?

Community Tampa Bay, once a local chapter of the National Conference for Communities and Justice (NCCJ), has been operating independently since 2005. We believe we can realize a community free from all forms of discrimination by empowering inclusive leaders who engaged in cross-cultural interaction and dialogue.

We offer youth and adult programming in line with our mission, creating space for individuals to come together, learn about each other, and break down the biases and assumptions they have for people different than themselves. Our work is inherently educational. Trained facilitators lead conversations – often around difficult topics – in pursuit of inclusive and transformational growth. Our work is organized around 10 social identities – race, ethnicity, nationality, sex, sexual orientation, gender, age, ability, class, and faith.

Community Tampa Bay owns and operates ANYTOWN®, a free youth summer camp that empowers high school students to create more inclusive and diverse communities. Since 1991, when the program was started, ANYTOWN has graduated over 5,000 delegates and volunteers throughout the entire Tampa Bay area, offering our community more educated and inclusive leaders, who are making our region a better place to live in.

The program is centered around six main goals, including cross-cultural interaction, identity, dialogue, advocacy, leadership, and recognizing the impact of discrimination. However, the young adults who participate in the program influence how each goal is accomplished.

Our tangible results demonstrate how transformative dialogue and meaningful cross-cultural interaction positively affect youth, helping them form communities free from all forms of discrimination.

Community Need*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

In the past decade, we've seen hate and intolerance grow as people are less inclined to interact with people who think and are different than themselves. Our programs create space for people who don't look like each other, love like each other, and live like each other to come together and learn from each other through cross-cultural interaction and dialogue. We offer critical training and community conversations that break down the biases, assumptions, prejudices, and stereotypes that lead to discrimination.

In the surveys conducted by our organization for our ANYTOWN youth program, 100% of participants said that they experienced meaningful cross-cultural interactions, 96% increased their comfort and ability to facilitate dialogue, 93% gained a stronger sense of social identity, and 98% gained skills to engage in service, advocacy, or leadership in school or communities promoting inclusion.

Negative Economic Impact on Organization*

The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.

Describe your organization's negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020

- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages.

Note: If you are applying for both a Small Purchase and Large Project, you may reuse the answer for this question PROVIDED THAT the negative economic impact is relevant to both requests. The Large Project Letter of Intent does not permit uploads to support the answer to this question.

CTB has experienced tremendous negative economic impact due to COVID-19 in three key ways 1) costs associated with transitioning programming to a virtual format; 2) lack of access to the schools and cancelled revenue producing training; 3) cancellation of ANYTOWN. Prior to the pandemic, our work was done exclusively in-person with much energy within the organization feeling it could never be done virtually. However, the pandemic required overnight rethinking. Immediately, our team transitioned into a virtual model for community conversations and trainings. While we quickly realized that our work could in fact be done virtually, we also realized there are associated costs with virtual programming. CTB has had to purchase software and hardware to support its virtual programming. CTB has also experienced wear and tear on its computers and other resources required for virtual training.

Significantly, CTB also lost access to the schools. Before the pandemic, CTB was training teachers, administrators, and students in-person at local middle and high schools. During the pandemic, with physical schools closed, we lost the opportunity to train in schools. Return the classroom hasn't not bounced back as quickly as hoped as funding priorities have changed and the statewide climate for anti-discrimination and equity work has shifted away. Additionally, training previously done for teachers was eliminated because teachers already had their plates full with COVID-19 response trainings.

Finally, CTB was unable to host its signature youth program – ANYTOWN in 2020 and was only able to host a day- time, condensed program in 2021. Inability to host our signature program left us unable to fundraise for our most compelling program. We also lost grant opportunities given our inability to host the summer learning program. CTB lost its connection with local youth and is actively rebuilding its connections with local high school students and teachers to recruit for future ANYTOWN@ programs.

Proposal Description*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your purchase proposal and address the following:

- What will you be purchasing with these funds?
- What is the estimated lifespan of the purchase/improvement?
- How does it address the negative economic harm you described in the previous question?

CTB appreciates consideration of funding for the below expenses that only in small part help rectify the tremendous negative economic impact we've felt from COVID-19:

- What will you be purchasing with these funds?

CTB will be purchasing laptop computers, docking stations, keyboards, and monitors to respond to the increased virtual programming required due to COVID-19.

CTB will be purchasing a conference table & chairs to help support its interaction with youth participating in its upcoming in-person programming.

- What is the estimated lifespan of the purchase/improvement?

The estimated lifespan of the computers, docking stations, and monitors is 5-7 years.

The estimated lifespan of the conference table & chairs is 10 years.

- How does it address the negative economic harm you described in the previous question?

CTB has experienced tremendous wear on its computer equipment given the increased use during COVID-19. Previously, computers were used to support in-person training. Now they are the essential tool needed for virtual training. Computer monitors and docking stations will support CTB's transition to virtual programming. They will allow effective work and a professional presentation for community members experiencing the training. The laptop computers will also be used as we begin training back in-person in schools and at ANYTOWN@. Having small and mobile laptop computers is essential to our work and critical to virtual programming. The computer monitors and docking stations allow for seamless transition from being in the classroom to in the office and successfully hosting Zoom-based trainings and community conversations.

The conference table will support our transition back into in-person programming. CTB moved to a new space during the pandemic – a rent cost savings. The new space has room for a conference table where youth can join together and connect during our programming. This is essential to giving them space and supporting them after lost social opportunities during the pandemic.

Guiding Principles - Client Impact*

The American Rescue Plan Act, which provides the funding for this grant program, aims to ensure an equitable recovery from the COVID-19 pandemic. The term "equity" is defined as:

The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified

priority populations are met.

Will this purchase benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?

Absolutely. CTB’s primary constituents and youth served belong to underserved communities. As an anti-discrimination nonprofit, our work is focused on 10 social identities - race, ethnicity, nationality, sex, sexual orientation, gender, age, ability, class, and faith. Naturally, people from these diverse social identities gravitate to our work. ANYTOWN® is free for all participating youth so that cost is not a barrier. Many youth in the ANYTOWN® program receive free or reduced lunch. We also serve many LGBTQ individuals who feel a natural sense of belonging in the spaces we create.

Number Served*

How many people will directly benefit from this capital purchase annually?

10000

Unduplicated vs. Duplicated*

Is the number indicated above duplicated or unduplicated?

Duplicated: A client is counted each time they access services

Unduplicated: A client is counted once, regardless of the number of times they access services

Example: ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is duplicated. If ABC Food Bank counts Taylor's visit ONCE, it is unduplicated.

Unduplicated

Other (Explanation Required)

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital purchase.

The American Rescue Plan Act (ARPA) prioritizes organizations that either have headquarters or carry out the majority of their operations inside Qualified Census Tracts (QCTs). QCTs are a standard method of identifying communities with a large proportion of low-income residents. The U.S. Department of Housing and Urban Development determines what areas qualify as QCT.

To assess if your organization serves or is headquartered in a QCT, use the following link:

https://www.huduser.gov/portal/sadda/sadda_qct.html

In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to “Color QCT Qualified Tracts.” The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

Below, please provide the location of your operations and the location of your headquarters, if different.

The screenshot shows a web application interface for mapping census tracts and development areas in Florida. At the top, there is a search bar with the placeholder text "Enter an Address, city, state or tract" and a "Go" button. To the right of the search bar, there are dropdown menus for "Florida" and "Pinellas". Below the search bar, there is a legend for QCT (Qualified Census Tracts) and SADDA (Small Area Development Designation Areas). The legend includes categories like "Tract Outline", "LIHTC Project", "2022 Qualified Census Tracts", "FMR Boundary", "2022 Small DDA", and "Non Metro DDA". Below the legend, there is a "Map Options" sidebar on the left. The sidebar includes a "Map Options" section with a "10 Current Zoom Level" and several checkboxes: "Show Difficult Development Areas (Zoom 7+)", "Color QCT Qualified Tracts (Zoom 7+)", "Show Tracts Outline (Zoom 11+)", "Show FMR Outlines (Zoom 4+)", and "Show LIHTC Projects (Zoom 11+)". A red arrow points to the "Color QCT Qualified Tracts (Zoom 7+)" checkbox. Below the sidebar, there is a "Select Year" section with radio buttons for "2022" and "2021". The main area of the interface shows a map of the Tampa Bay region with various colored overlays representing census tracts and development areas. The map includes labels for cities like Clearwater, St. Petersburg, and Tampa, and highways like I-75 and I-92. At the bottom of the map, there is a "Google" logo and a "Keyboard shortcuts" link.

Headquarters Location*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>
622 1st Ave. S., Ste. 2, Saint Petersburg, FL 33701

QCT Determination - Headquarters*

Is this organization headquartered in a QCT?

No

Purchase Location*

Where will the majority of the activities related to the purchase(s) take place?

Examples

- If you are proposing the purchase of a van that will deliver to multiple areas within Pinellas County, specifically mention what areas those are.
- If your purchase enables remote access to your services, such as telehealth, provide geographical data around where the majority of your clients reside (presuming they will access your services from their residence).

Pinellas County – Community Tampa Bay’s office is located at 622 1st Ave. S., Ste. 2, Saint Petersburg, FL 33701 and we host our ANYTOWN® youth program at Eckerd College in Saint Petersburg.

QCT Determination - Purchase*

Does this organization's proposed purchase benefit residents of QCTs?

No

Community Connection

This section aims to capture general demographic data about your organization and to see how you engage with and represent the community you serve. PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter, and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

Community Representation and Connection*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

The word community is not just in our name - it is what we do. We take pride in our mission to build inclusive communities. We carry out this work through outreach to local schools and youth-serving organizations and also hosting community conversations that are open to individuals of all ages. We host community conversations on topics such as Islamophobia, racial inequalities, and ethnic and nationality considerations for the war in Ukraine.

We are oftentimes called on community partners to facilitate community conversations - a recognition of our unique skill to facilitate diverse and difficult conversations.

CTB partners with local nonprofits for many of our events. This past year, we hosted an art gallery at TheStudio@620 and a community conversation at the Museum of Fine Arts.

This upcoming year, we are partnering with two nonprofits to create a MLK Day of Service. Together, the three organizations will place over 200 youth in service opportunities for the morning before culminating in an afternoon of processing their experience together.

During COVID-19, CTB created an online community twice daily through its initiative called "Community Circle." These virtual engagements on Zoom which were held at 10am and 8pm allowed any community member to come together to enjoy a virtual community when it was unsafe to leave our homes. CTB staff facilitated activities and led conversations to create connections at a time when so much was uncertain in the world. Participants shared that these programs provided routine and human connection imperative for their mental health during this time.

Leadership Demographics - Board Membership*

Do your board members consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

BIPOC
LGBTQ+

Leadership Demographics - Executive Level Leadership Team*

Does your executive leadership team consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leadership team, please select "Not applicable."

BIPOC
LGBTQ+

Leadership Demographics - CEO/Executive Director*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ defined as Lesbian, Gay, Bisexual, Transgender, Queer+
- Neurodiverse/physically disabled

If your organization is volunteer-run and does not have an executive leader, please select "Not applicable."

BIPOC

Proposal Costs

Purchase Estimates/Bids*

You must combine all bids/estimates into one file.

Attach current verifiable bids, estimates, or price lists [from your potential vendor(s)]. Please ensure there is a date listed or when you obtained these estimates/bids, as they must be from within the past sixty (60) days.

- If your purchase is **BELOW** \$75,000, you must upload **TWO** verifiable bids or estimates for the proposed purchases.
- If your purchase is **EQUAL TO** or **MORE THAN** \$75,000, you must upload **THREE** verifiable bids or estimates for your proposed purchases.

This can be as simple as screenshots from Amazon or Best Buy (though PCF does not endorse or recommend any specific vendor) or may be from specialized vendors that sell your proposed purchase. If you have concerns regarding bids or estimates, please reach out to PCF staff.

Two bids.pdf

Sole Source*

In some cases, a proposed small purchase is only available from a single vendor, and as such, only one bid/estimate can be uploaded. If this is the case for your organization, please explain in the field below. Otherwise, write "N/A" below.

N/A

Related Parties*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

If **yes**, identify the vendor and describe the relationship.

If **no**, write "No related parties below."

No related parties

Budget Summary*

Please use **THIS TEMPLATE** to indicate costs and any cash match your organization may have for the proposed purchases. Note: this spreadsheet will automatically round numbers to make it easier to read for committee members.

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

CTB ARPA-Budget-Template-Small-Purchases.xlsx

Other Funding Sources*

Please describe any other funding not already mentioned that your organization has applied for or obtained for this purchase.

This includes but is not limited to Community Block Development Grants (CBDG), local government grants (including Tourist Development Council funding), foundation grants, and private donors (you do not need to disclose donor identities but simply indicate the amount raised for this purchase). This includes any matching grants or in-kind contributions you may have obtained.

Please be sure these other funding sources are represented in the "Applicant Match" column in the budget summary uploaded above.

We are not receiving any other funding for these requests

Changes in Operating Costs*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this purchase **decreases** ongoing operating costs, how will it do so?
- If this purchase **does not affect** operating costs, please note so below.

- If this project decreases ongoing operating costs, how will it do so?
These purchases will increase efficiency thereby taking less time and resources to complete tasks from preparation, to training, to follow-up.

Organization Documentation

Please reach out to PCF staff if you have trouble uploading the files below. We are able to assist with file conversion and file compression.

Organization Budget*

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

BudgetOverviewFY2022-2023Budget-FY23PL Final Board Approved.pdf

Board of Directors List*

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

CTB Board of Directors September 2022.docx

IRS Form 990*

Please upload a PDF copy of your most recently submitted IRS Form 990.

If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type. You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

Only PDF files are permitted.

CTB Filing Copy.pdf

Most Recent Financial Statements*

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

Final Audit Report.pdf

Insurance Requirements

Evidence of Insurance Coverage*

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this purchase. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

If your organization does not have evidence of insurance coverage, please provide an explanation as to why.

Nova Casualty Company General Liability.pdf

Insurance Requirement*

If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this, here is the information about PCF you will need:

Pinellas Community Foundation
 17755 US Highway 19 N
 Suite 150
 Clearwater, FL 33764
 727-531-0058

Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.

PCF will not ask for a certificate naming us as additional insured until the contracting stage.

Yes, I understand and will comply with this requirement if awarded a contract.

Post-Grant Requirements

Reporting Requirements Acknowledgment*

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit a report within 30 days after the purchase is completed.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at rcervantes@pinellascf.org.
Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

Additional Information

Budget Summary

NO LONGER USED, REPLACED IN APP WITH UPLOAD FIELD INCLUDED

Please use THIS TEMPLATE to indicate costs and any cash match your organization may have for the proposed purchases.

Please note that indirect costs are not permitted for small purchases.

If you have additional notes to add to your budget summary, you may do so in the text box below.

Additional Upload

If you have something to share, you can upload it here in PDF format.

Anything else to share?

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

Brief Project Descriptor

Please briefly describe this organization's request.

File Attachment Summary

Applicant File Uploads

- Two bids.pdf
- CTB ARPA-Budget-Template-Small-Purchases.xlsx
- BudgetOverviewFY2022-2023Budget-FY23PL Final Board Approved.pdf
- CTB Board of Directors September 2022.docx
- CTB Filing Copy.pdf
- Final Audit Report.pdf
- Nova Casualty Company General Liability.pdf

Computers -Surface Pro 8

2022 HP Envy X360 15 15.6" FHD 2-in-1 Touchscreen (Intel 10-Core i7-1255U, 32GB RAM, 1TB PCIe SSD, Active Stylus), FHD Convertible Laptop, Backlit, 2 x Thunderbolt 4, Webcam, Windows 11 Home ★★★★☆ 86

Electronics > Computers & Accessories > Computers & Tablets > Laptops > 2 in 1 Laptops



Microsoft Surface Pro 8-13"
Touchscreen - Intel® Evo Platform
Core™ i7-16GB Memory - 256GB SSD -
Device Only - Graphite (Latest Model)

Brand: Microsoft
★★★★☆ 720 ratings | 121 answered questions
🌱 Climate Pledge Friendly

\$1,299⁰⁰

✓prime

& FREE Returns

Pay \$108.25/month for 12 months (plus S&H, tax) with 0% interest equal monthly payments when you're approved for the Prime Store Card.

May be available at a lower price from other sellers, potentially without free Prime shipping.

Color: **Graphite**



Size: **16GB Memory - 256GB SSD**

Best Buy > Computers & Tablets > Tablets > All Tablets

Share Print

Microsoft - Surface Pro 8 - 13" Touch Screen - Intel Evo Platform Core i5 - 16GB Memory - 256GB SSD - Device Only (Latest Model) - Graphite

Model: 8PT-00017 SKU: 6477105

★★★★☆ 4.7 (10 Reviews) | 17 Expert Reviews | 4 Answered Questions

\$1,199.99 or **\$100/mo.***
Save \$200
 Was \$1,399.99 suggested payments with 12-Month Financing Show me how >

Save when you trade-in a similar device.
 See how trade-in works

Check my trade-in value

15-DAY FREE & EASY RETURNS
 If received today, the last day to return this item would be Sep 23. [Learn more >](#)

Free 6-month security software A \$29.99 value

Hot offer Save 30% on Surface Pen with device



Processor Model:

Intel 11th Gen Core i5-1135G7

System Memory (RAM):

16GB

How much RAM do I need?

Chairs

Tribesigns Modern Simple Style Computer Desk PC Laptop Study ★★★★★ \$129.99

Home & Kitchen › Furniture › Home Office Furniture › Home Office Chairs › Home Office Desk Chairs



Office Star Screen Back Manager's Chair, White Faux Leather

Visit the Office Star Store

★★★★★ 149 ratings

\$184.93

& FREE Returns

or 5 monthly payments of \$36.99

Pay \$30.82/month for 6 months, interest-free upon the Amazon Prime Rewards Visa Card

Color: **White Faux Leather**

- \$184.03
- \$197.99
- \$205.99
- \$184.93**

Assembly options: **Expert assembly of 1 chair** | See for alternative quantities [More options](#)

- Without expert assembly
- Expert assembly +\$49.00 per unit

Best Buy › Home, Furniture & Office › Furniture & Decor › Office Furniture › Office Chairs › Manager Chairs

Office Star Products - Screen Back Manager's Chair in White Faux Leather - White

Model: EM60926WH-U11 SKU: 6446157

★★★★★ 5.0 (1 Review) | 1 Answered Question

\$198.99 4
Save \$7 1
Was \$205.99 \$
W
L

15-DAY FREE & EA:
If received today, the
[Learn more >](#)

Get it in 8 days

Pickup: Order now fo
[See all pickup locations](#)

FREE Shipping: Get it
[See all shipping options f](#)



Compare



Conference Tables

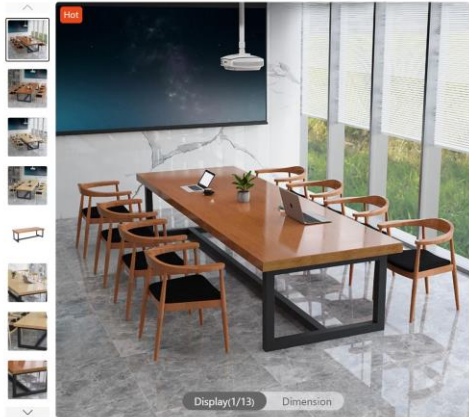


Search for products and ideas



New In Furniture Ceiling Lights Chandeliers Pendants Wall Lights Lamps Ceiling Fans Rugs Wall Decor Art Gallery Sale

Home / Furniture / Office Furniture / Office Desks



Rectangle Meeting Table Industrial Office Desk with Trestle Base - Walnut 63"L x 27.6"W x 29.5"H

SKU: 226283492

USD\$1,095.51 ~~USD\$1,469.41~~ Save \$374.90 (26%)

SALE Furniture: 2nd Item 10% Off, 3rd Item 15% Off, 4th Item 20% Off

Color: Walnut



Size: 63"L x 27.6"W x 29.5"H

- 47.2"L x 23.6"W x 29.5"H
- 55.1"L x 27.6"W x 29.5"H
- 63"L x 27.6"W x 29.5"H**
- 70.9"L x 31.5"W x 29.5"H
- 78.7"L x 31.5"W x 29.5"H
- 86.6"L x 31.5"W x 29.5"H
- 94.5"L x 35.4"W x 29.5"H
- 102.4"L x 35.4"W x 29.5"H

Radn

Try Snip & Sketch

Wood Conference Table

By Brayden Studio®

★★★★☆ (2)

\$2,699.99

Only 7 Left in Stock. Buy Soon!

Free shipping

Get it in 5-6 weeks ⓘ

Shopping for a business? [Unlock insider pricing](#)

\$110/mo. for 18 mos - Total \$1,974.261 [with a Wayfair credit card](#) ⓘ

Warranty Included

Size
30" H x 96" L x 48"



LS



Surface Docks

Computers & Accessories / Laptop Accessories / Docking Stations



Surface Dock, Surface Pro Docking Station with 90W Power Supply Compatible with Surface Pro 8/X/7/6/4/3/2017, Surface Laptop 4/3/2/go, Surface Laptop, Surface Book2, Surface Book, Surface Go

Brand: YVletgo
 ★★★★★ 18 ratings | 5 answered questions
 Amazon's Choice for "surface pro 8 dock"

\$199.95
 prime & FREE Returns
 Coupon: Save an extra \$10 when you apply this coupon
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Microsoft - Surface Dock - Black

Model: PD9-00003 SKU: 4561910

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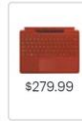
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Community Tampa Bay

Budget Overview: FY 2022-2023 Budget - FY23 P&L

September 2022 - August 2023

	TOTAL
Income	
4200 Program Revenue	
4214 Commitment Fees	3,500.00
4245 Fee For Service	55,000.00
Total 4200 Program Revenue	58,500.00
4900 Interest Income	50.00
Fundraising	
4110 Community Groups	5,000.00
4111 Foundations	60,000.00
4115 Contracts	
4211 Pinellas Schools	49,500.00
4212 City of St. Petersburg	10,000.00
4215 Hillsborough Schools	25,000.00
4217 County of Hillsborough	5,012.00
Total 4115 Contracts	89,512.00
4116 Corporations	180,000.00
4125 Special Events	90,000.00
4135 Individual Contributions	66,500.00
Total Fundraising	491,012.00
Total Income	\$549,562.00
GROSS PROFIT	\$549,562.00
Expenses	
Direct Program Expense	
5200 Program Contract Fees	240.00
5210 Program Volunteer Bkgrd Search	750.00
5220 Program Supplies	1,000.00
5230 Program Subscriptions & Publica	40.00
5260 Program Room & Board	5,500.00
5265 Program Transportation	2,800.00
5275 Program Meetings	2,500.00
5280 ANYTOWN Room and Board	50,000.00
5281 ANYTOWN Supplies	2,500.00
5282 ANYTOWN Transportation	3,500.00
5283 AT/YC/Advoc Meeting Expense	1,250.00
5284 YC Supplies	1,500.00
5286 Professional Education	1,500.00
5287 Fee for Service Expense	1,500.00
Total Direct Program Expense	74,580.00
Nonpersonnel Expense	
5110 Office Supplies	10,500.00
5130 Technology	5,000.00
5150 Postage	500.00
5170 Printing & Copying	2,500.00

Community Tampa Bay

Budget Overview: FY 2022-2023 Budget - FY23 P&L

September 2022 - August 2023

	TOTAL
5400 General Liability Insurance	10,000.00
5410 Rent	18,000.00
5420 Utilities	1,000.00
5430 Telephone	2,750.00
5485 Equipment Rental	5,500.00
5490 Equipment Purchase	2,500.00
5500 Depreciation	200.00
5600 Employee Training	1,500.00
5620 Employee Conferences & Meetings	1,500.00
5660 Staff Travel	3,750.00
5661 Staff Lodging	1,500.00
5710 Marketing	5,000.00
5715 Licenses & Permits	500.00
5725 Memberships & Dues	5,000.00
5750 Board Expenses	1,000.00
5800 Fundraising Expenses	20,000.00
5805 Administrative	350.00
5900 Bank Fees	1,500.00
5950 Interest Expense	150.00
6000 Miscellaneous Expenses	1,500.00
Total Nonpersonnel Expense	101,700.00
Personnel Expense	
5011 Payroll Taxes	20,000.00
5012 Salaries	275,000.00
5013 Workers comp	5,000.00
5020 Contract Labor	3,000.00
5032 Health Insurance	26,000.00
5055 VISTA Fees	5,500.00
5700 Professional Fees	12,500.00
5730 Legal Fees	5,000.00
5735 Accounting/Bookkeeping Fees	7,000.00
5860 Payroll Fees	5,000.00
5880 Audit & Tax Fees	7,500.00
Total Personnel Expense	371,500.00
Total Expenses	\$547,780.00
NET OPERATING INCOME	\$1,782.00
Other Income	
4700 In-Kind Revenue	3,000.00
Total Other Income	\$3,000.00
Other Expenses	
6050 In-Kind Expenses	4,500.00
Total Other Expenses	\$4,500.00

Community Tampa Bay

Budget Overview: FY 2022-2023 Budget - FY23 P&L

September 2022 - August 2023

	TOTAL
NET OTHER INCOME	\$ -1,500.00
NET INCOME	\$282.00



Board of Directors

Officers	Professional Affiliation
Sally Dee <i>Joined Board: 2016</i> Past Chair	Playbook Public Relations Founder & CEO Email: sdee@playbookpublicrelations.com Cell #: 813-789-7122
Matt Newton <i>Joined Board: 2020</i> Vice Chair	Shumaker, Loop & Kendrick, LLP Attorney Email: mnewton@shumaker.com Cell #: (813) 727-4026
Stephen Thomas <i>Joined Board: 2022</i> Secretary	Tampa Bay Rays Senior Director of Diversity, Equity, and Inclusion Email: sthomas@raysbaseball.com Cell #: (727) 825-3469
Igor Gonzalez <i>Joined Board: 2020</i> Treasurer	PricewaterhouseCoopers Email: igor.gonzalez@pwc.com Cell #: (850) 294-6549
Members	Professional Affiliation
Charna Kety <i>Joined Board: 2020</i>	Samsung Electronics America Dacor Sales Manager Email: charna.kety@me.com Cell #: (813) 789-7350
LaKendria Robinson <i>Joined Board: 2021</i>	The Orenda Collective Founder & CEO Email: lrobinson@theorendaco.com Cell #: (813) 384-7630
Lance Lansrud <i>Joined Board: 2022</i>	Agency Real Estate Broker, CEO Email: llansrud@agencyrealestate.com Cell #: (813) 996-6280

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2020

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the **2020** calendar year, or tax year beginning **Sep 1**, 2020, and ending **Aug 31**, 2021

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization Community Tampa Bay, Inc.
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
622 - 1st Ave S Ste 2
 City or town, state or province, country, and ZIP or foreign postal code
Saint Petersburg, FL 33701

D Employer identification number
81-0675602

E Telephone number
(727) 568-9333

F Name and address of principal officer:
Tammy Briant, 622 - 1st Ave S, Ste 2, Saint Petersburg, FL 33701

G Gross receipts \$ 494,715.

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ www.communitytampabay.org

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: 2005

M State of legal domicile: FL

H(c) Group exemption number ▶

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Community Tampa Bay promotes dialogue and respect among all cultures, religions, and races by cultivating leaders to change communities. We envision a community free from all forms of discrimination.</u>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	7
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	4
	6	Total number of volunteers (estimate if necessary)	6	100
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	209,208.	286,804.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,223.	60.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-16,278.	-1,591.
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	433,665.	493,124.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	235,290.	238,998.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>83,029.</u>		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	127,580.	157,201.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	362,870.	396,199.	
19	Revenue less expenses. Subtract line 18 from line 12	70,795.	96,925.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)	555,901.	719,737.
	22	Net assets or fund balances. Subtract line 21 from line 20	70,024.	136,935.
			485,877.	582,802.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: _____ Date: 06/15/2022

Tammy Briant, Executive Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: Ellen Fontana Preparer's signature: Fontana Date: 06/15/2022 Check if self-employed PTIN: P01327163

Firm's name ▶ Ellen Fontana CPA LLC Firm's EIN ▶ 45-3841539

Firm's address ▶ 2451 McMullen Booth Road #309, Clearwater, FL 33759 Phone no. (727) 431-0354

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III Yes No

1 Briefly describe the organization's mission:

Community Tampa Bay works to end all forms of discrimination by cultivating inclusive leaders to change communities through dialogue and cross-cultural interactions.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 130,593. including grants of \$ 0.) (Revenue \$ 55,214.)
ANYTOWN - Summer Program is a 5-day, 4-night residential conference for teens that gives them a framework for having hard conversations with people who don't look like them and an understanding of why that's important. ANYTOWN graduates stay involved with Community Tampa Bay through year-round opportunities to socialize with peers, build new skills and receive service hours. Year-round ANYTOWN programming also includes intensive leadership development and advocacy opportunities for selected ANYTOWN graduates.

4b (Code:) (Expenses \$ 27,969. including grants of \$ 0.) (Revenue \$ 47,917.)
Youth Leadership Conferences are one-day mini ANYTOWN sessions giving middle- and high-school aged students the opportunity to begin experiencing meaningful cross-cultural interactions and dialogue. These skills are the foundation for students to become inclusive leaders.

4c (Code:) (Expenses \$ 65,690. including grants of \$ 0.) (Revenue \$ 104,720.)
Professional Education Program offers customized training sessions and consultation that empower workplace leaders to leverage diversity to create inclusive, high-performing teams that boost a company's bottom line and allow it to exceed its goals.

4d Other program services (Describe on Schedule O.)
(Expenses \$ 26,805. including grants of \$ 0.) (Revenue \$ 0.)

4e Total program service expenses 251,057.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> See instructions?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV.</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV.</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> See instructions	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18 X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules *(continued)*

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 16 regarding employee reporting, tax shelter transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official	X	
15b	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed ► FL
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ►
 Tammy Briant, 622 - 1st Ave S, Ste 2, St. Petersburg, FL 33701 (727) 568-9333

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List **all** of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List **all** of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List **all** of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List **all** of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Sally Dee Board member	1.00	X					0.	0.	0.	
(2) Cesar Hernandez Board member	1.00	X					0.	0.	0.	
(3) ErrDaisha Floyd Board member	1.00	X					0.	0.	0.	
(4) Lena Diasti Board member	1.00	X					0.	0.	0.	
(5) Bemetra Simmons Chair	2.00	X		X			0.	0.	0.	
(6) Jacob Diaz Vice Chair	2.00	X		X			0.	0.	0.	
(7) Rafaela A. Amador Fink Treasurer	2.00	X		X			0.	0.	0.	
(8) Tammy Briant Executive Director	40.00			X			90,000.	0.	0.	
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal							90,000.	0.	0.	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							90,000.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c	60,482.			
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	44,543.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	181,779.			
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f		286,804.			
	Program Service Revenue	2a	Contract & program fees	Business Code 900099	207,851.	207,851.	0.
b		-----					
c		-----					
d		-----					
e		-----					
f		All other program service revenue . .					
g		Total. Add lines 2a-2f		207,851.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		60.	0.	0.	
	4	Income from investment of tax-exempt bond proceeds				60.	
	5	Royalties					
	6a	Gross rents	6a	(i) Real			
				(ii) Personal			
	b	Less: rental expenses	6b				
	c	Rental income or (loss)	6c				
	d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	7a	(i) Securities			
				(ii) Other			
	b	Less: cost or other basis and sales expenses	7b				
c	Gain or (loss)	7c					
d	Net gain or (loss)						
8a	Gross income from fundraising events (not including \$ <u>60,482.</u> of contributions reported on line 1c). See Part IV, line 18	8a	0.				
b	Less: direct expenses	8b	1,591.				
c	Net income or (loss) from fundraising events . .		-1,591.		0.	-1,591.	
9a	Gross income from gaming activities. See Part IV, line 19	9a					
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities . . .						
10a	Gross sales of inventory, less returns and allowances	10a					
			b	Less: cost of goods sold	10b		
			c	Net income or (loss) from sales of inventory . . .			
Miscellaneous Revenue	11a	-----	Business Code				
	b	-----					
	c	-----					
	d	All other revenue					
	e	Total. Add lines 11a-11d					
12	Total revenue. See instructions		493,124.	207,851.	0.	-1,531.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	90,000.	45,000.	18,000.	27,000.
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	115,195.	93,312.	4,154.	17,729.
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9	Other employee benefits	14,636.	11,090.	819.	2,727.
10	Payroll taxes	19,167.	12,904.	2,077.	4,186.
11	Fees for services (nonemployees):				
a	Management				
b	Legal	4,060.	0.	4,060.	0.
c	Accounting	15,593.	0.	15,593.	0.
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	18,958.	0.	3,958.	15,000.
12	Advertising and promotion	2,921.	395.	396.	2,130.
13	Office expenses	3,992.	2,059.	266.	1,667.
14	Information technology				
15	Royalties				
16	Occupancy	20,209.	16,546.	0.	3,663.
17	Travel	822.	822.	0.	0.
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	550.	357.	193.	0.
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	482.	0.	482.	0.
23	Insurance	13,213.	10,349.	623.	2,241.
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	Participant room/board	9,231.	9,231.	0.	0.
b	Video production	25,540.	25,540.	0.	0.
c	Contract services	1,710.	1,710.	0.	0.
d	Equip & computer costs	13,364.	10,672.	719.	1,973.
e	All other expenses	26,556.	11,070.	10,773.	4,713.
25	Total functional expenses. Add lines 1 through 24e	396,199.	251,057.	62,113.	83,029.
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input checked="" type="checkbox"/> if following SOP 98-2 (ASC 958-720)	0.	0.	0.	0.

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	94,747.	1	41,729.
	2 Savings and temporary cash investments	395,956.	2	646,016.
	3 Pledges and grants receivable, net	3,500.	3	2,000.
	4 Accounts receivable, net	52,039.	4	12,162.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	9,659.	9	15,159.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 3,153.		
	b Less: accumulated depreciation	10b 482.	0.	10c 2,671.
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)		555,901.	16	719,737.
Liabilities	17 Accounts payable and accrued expenses	14,997.	17	6,699.
	18 Grants payable		18	
	19 Deferred revenue	10,484.	19	130,236.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	44,543.	24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	0.
	26 Total liabilities. Add lines 17 through 25		70,024.	26
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	482,377.	27	580,802.
	28 Net assets with donor restrictions	3,500.	28	2,000.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances		485,877.	32	582,802.
33 Total liabilities and net assets/fund balances		555,901.	33	719,737.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	493,124.
2	Total expenses (must equal Part IX, column (A), line 25)	2	396,199.
3	Revenue less expenses. Subtract line 2 from line 1	3	96,925.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	485,877.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	582,802.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization Community Tampa Bay, Inc.	Employer identification number 81-0675602
--	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives (1) more than 33¹/₃% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33¹/₃% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	238,195.	197,732.	220,217.	209,208.	286,804.	1,152,156.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	238,195.	197,732.	220,217.	209,208.	286,804.	1,152,156.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						253,936.
6 Public support. Subtract line 5 from line 4						898,220.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	238,195.	197,732.	220,217.	209,208.	286,804.	1,152,156.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	17.	16.	8.	1,223.	60.	1,324.
9 Net income from unrelated business activities, whether or not the business is regularly carried on		5,567.				5,567.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						1,159,047.
12 Gross receipts from related activities, etc. (see instructions)					12	1,193,948.
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	77.5 %
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	99.41 %
16a 33 1/3% support test—2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33 1/3% support test—2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%
19a 33 1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here . The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here . The organization qualifies as a publicly supported organization <input type="checkbox"/>		
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions <input type="checkbox"/>		

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
3b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
3c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.		
4b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
4c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
5b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
5c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
9b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
9c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
10b	Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
	11a		
b	A family member of a person described in line 11a above?		
	11b		
c	A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
	11c		

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
	2		

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
	1		

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
	2		
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
	3		

Section E. Type III Functionally Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test. Answer lines 2a and 2b below.		
		Yes	No
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
	2a		
b	Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
	2b		
3	Parent of Supported Organizations. Answer lines 3a and 3b below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .		
	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1** Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule of Contributors

2020

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization <u>Community Tampa Bay, Inc.</u>	Employer identification number <u>81-0675602</u>
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Organization type (check one):

Filers of:

Section:

- Form 990 or 990-EZ 501(c)(3) (enter number) organization
- 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
- 527 political organization
- Form 990-PF 501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization Community Tampa Bay, Inc.	Employer identification number 81-0675602
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Gobioff Foundation 701 S Howard Ave Ste #106-259 Tampa FL 33606	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Papa Johns Foundation Foundation Source 501 Silverside Rd N Wilmington DE 19809	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	USAA Foundation 9800 Fredericksburg Rd San Antonio TX 78228	\$ 23,709.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Tampa Bay Sports Commission 201 N Franklin St Ste 2900, Tampa FL 33602	\$ 26,805.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Doris Duke Foundation for Islamic Art 650 Fifth Ave, 19th Floor New York NY 10019	\$ 15,733.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Rays Baseball Foundation One Tropicana Drive Saint Petersburg FL 33705	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Community Tampa Bay, Inc.	Employer identification number 81-0675602
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	Nielsen Company US LLC 501 Brooker Creek Blvd Oldsmar FL 34677	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	Maurice A. Rothman And Thelma P. Rothman Family Foundation, Inc. 5700 70th Ave N Pinellas Park FL 33781	\$ 15,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	TOP Jewish Foundation 13009 Community Campus Dr #4000 Tampa FL 33625	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
10	National Summer Learning Association (NSLA) 1701 Pennsylvania Ave, NW, Ste 200 Washington DC 20006	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
11	Premier Eye Care 607 W Bay St Tampa FL 33606	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
12	Molly and Brian Auld 255 - 16th Ave NE Saint Petersburg FL 33704	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Community Tampa Bay, Inc.	Employer identification number 81-0675602
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Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----
-----	----- ----- ----- -----	\$-----	-----

Name of organization <i>Community Tampa Bay, Inc.</i>	Employer identification number <i>81-0675602</i>
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Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this information once. See instructions.) ▶ \$ _____
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee
----- ----- -----	----- ----- -----

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

2020

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: Community Tampa Bay, Inc. Employer identification number: 81-0675602

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Line number, (a) Donor advised funds, (b) Funds and other accounts. Includes rows for total number, aggregate value, and yes/no questions about donor advisement.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form for Part II with multiple questions (1-9) regarding conservation easements, including a table for 'Held at the End of the Tax Year' with rows 2a, 2b, 2c, and 2d.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form for Part III with questions (1a, 1b, 2) regarding collections of art and historical treasures, including revenue and asset reporting.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a** Public exhibition
- b** Scholarly research
- c** Preservation for future generations
- d** Loan or exchange program
- e** Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
1c Beginning balance	
1d Additions during the year	
1e Distributions during the year	
1f Ending balance	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment %
- b** Permanent endowment %
- c** Term endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i)** Unrelated organizations
- (ii)** Related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0.			0.
b Buildings				
c Leasehold improvements				
d Equipment		3,153.	482.	2,671.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 2,671.

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) None	0.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	0.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	495,700.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	2,576.
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	2,576.
3	Subtract line 2e from line 1	3	493,124.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	493,124.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	398,775.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	2,576.
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	2,576.
3	Subtract line 2e from line 1	3	396,199.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	396,199.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Pt X, Line 2: Community Tampa Bay is exempt from federal income tax under section 501C3 of the Internal Revenue Code and from state income taxes under similar provisions of the Florida Statutes. Accordingly, no provision for income taxes has been included in the accompanying financial statements. The organization follows FASB guidance regarding uncertainty in income taxes as codified in a FASB ASC Topic 740-10. At August 31st 2021, management does not believe it has taken any tax positions that are subject to a significant degree of uncertainty. With few exceptions, the organization is subject to income tax examinations for up to three years after tax returns are filed.

**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2020

Open to Public Inspection

Name of the organization

Community Tampa Bay, Inc.

Employer identification number

81-0675602

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a** Mail solicitations
 - b** Internet and email solicitations
 - c** Phone solicitations
 - d** In-person solicitations
 - e** Solicitation of non-government grants
 - f** Solicitation of government grants
 - g** Special fundraising events
- 2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? **Yes** **No**
- b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

- 3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1 Community Event (event type)	(b) Event #2 None (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	60,482.			60,482.
	2 Less: Contributions	60,482.			60,482.
	3 Gross income (line 1 minus line 2)	0.			0.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	1,591.			1,591.
	10 Direct expense summary. Add lines 4 through 9 in column (d) ▶				1,591.
	11 Net income summary. Subtract line 10 from line 3, column (d) ▶				-1,591.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	7 Direct expense summary. Add lines 2 through 5 in column (d) ▶				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain: _____

- 11** Does the organization conduct gaming activities with nonmembers? Yes No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No
- 13** Indicate the percentage of gaming activity conducted in:

a The organization's facility	13a	%
b An outside facility	13b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b** If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____
- c** If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

16 Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

Director/officer Employee Independent contractor

- 17** Mandatory distributions:
 - a** Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
 - b** Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

**SCHEDULE O
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization

Community Tampa Bay, Inc.

Employer identification number

81-0675602

Pt VI, Line 11b: Form 990 is provided to all Board Members for review prior
to filing.

Pt VI, Line 12c: Annual review of conflict of interest policy is performed by
the Board of Directors and monitored at meetings.

Pt VI, Line 15a: Executive Committee reviews and proposes compensation for
approval by the full Board based on comparable salary for comparable positions.

Pt VI, Line 15b: No other key employees or compensated officers.

Pt VI, Line 18: Form 1023 and Form 990 available upon request. 990 also available
on Guidestar.

Pt VI, Line 19: Governing documents, conflict of interest policy, and financial
statements are available to the public upon request.

Pt III, Line 4d:

Expenses: \$26,805 including grants of: \$0 Revenue: \$0

Description: Huddle for Change

Huddle for Change is a partnership between the Super Bowl LV Host Committee, NFL Inspire Change, and Community Tampa Bay to welcome community members
and local leaders to participate in an open and honest discussion about systemic racism and racial inequalities.

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2020, or fiscal year beginning Sep 1, 2020, and ending Aug 31, 2021

Department of the Treasury
Internal Revenue Service

Do not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879EO for the latest information.

2020

Name of exempt organization or person subject to tax

Taxpayer identification number

Community Tampa Bay, Inc.

81-0675602

Name and title of officer or person subject to tax

Tammy Briant, Executive Director

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>493,124.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above organization or I am a person subject to tax with respect to (name of organization) _____, (EIN) _____ and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize Ellen Fontana CPA LLC to enter my PIN

7	5	6	0	2
---	---	---	---	---

 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date 06/15/2022

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

5	0	9	1	7	4	0	9	1	7	4
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature Fontana

Date 6/15/22

ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

COMMUNITY TAMPA BAY, INC.

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

AUGUST 31, 2021

COMMUNITY TAMPA BAY, INC.

AUGUST 31, 2021

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT

FINANCIAL STATEMENTS

STATEMENT OF FINANCIAL POSITION.....	3
STATEMENT OF ACTIVITIES	4
STATEMENT OF FUNCTIONAL EXPENSES	5-6
STATEMENT OF CASH FLOWS.....	7
NOTES TO THE FINANCIAL STATEMENTS.....	8-13



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Community Tampa Bay, Inc.
Clearwater, Florida

We have audited the accompanying financial statements of Community Tampa Bay, Inc. (a Not-for-Profit Entity), which comprise the statement of financial position as of August 31, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Tampa Bay, Inc. as of August 31, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter – Report on Summarized Comparative Information

The financial statements of Community Tampa Bay, Inc. as of and for the year ended August 31, 2020 were audited by a predecessor auditor. The predecessor auditor's report, dated December 21, 2020, expressed an unmodified opinion. In our opinion, the summarized comparative information presented herein as of and for the year ended August 31, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in blue ink, appearing to read "affinity CPA P.A.", is written in a cursive style.

Tampa, Florida
March 21, 2022

**COMMUNITY TAMPA BAY, INC.
STATEMENT OF FINANCIAL POSITION
AS OF AUGUST 31, 2021**

WITH SUMMARIZED COMPARATIVE INFORMATION AS OF AUGUST 31, 2020

	August 31,	
	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	\$ 687,745	\$ 490,703
Accounts receivable	12,162	52,039
Promises to give, due within one year	2,000	2,500
Prepaid expenses	12,899	7,399
Total current assets	714,806	552,641
Non-current assets		
Promises to give, due after one year	-	1,000
Equipment, net	2,671	-
Other assets	2,260	2,260
Total non-current assets	4,931	3,260
Total assets	\$ 719,737	\$ 555,901
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 6,699	\$ 14,997
Deferred revenue	130,236	10,484
Note payable, Paycheck Protection Program	-	44,543
Total current liabilities	136,935	70,024
Net assets		
Without donor restrictions	580,802	482,377
With donor restrictions	2,000	3,500
Total net assets	582,802	485,877
Total liabilities and net assets	\$ 719,737	\$ 555,901

See accompanying independent auditor's report and notes to the financial statements.

**COMMUNITY TAMPA BAY, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED AUGUST 31, 2021**

WITH SUMMARIZED COMPARATIVE INFORMATION FOR THE YEAR ENDED AUGUST 31, 2020

	Changes in Net Assets			
	Without Donor	With Donor	August 31,	
	Restrictions	Restrictions	2021	2020
PUBLIC SUPPORT AND REVENUE				
Grants and contributions	\$ 226,322	\$ -	\$ 226,322	\$ 155,980
Contract and program	207,851	-	207,851	244,512
Special events, net of direct benefits to donors of \$1,591 and \$16,278, respectively	58,891	-	58,891	31,950
In-kind contributions	2,576	-	2,576	1,046
Interest	60	-	60	1,223
Net assets released from restrictions	1,500	(1,500)	-	-
Total public support and revenue	497,200	(1,500)	495,700	434,711
EXPENSES				
Program services	251,357	-	251,357	249,817
Supporting services				
General administration	64,389	-	64,389	51,672
Fundraising	83,029	-	83,029	62,427
Total expenses	398,775	-	398,775	363,916
Change in net assets	98,425	(1,500)	96,925	70,795
Net assets, beginning of year	482,377	3,500	485,877	415,082
Net assets, end of year	\$ 580,802	\$ 2,000	\$ 582,802	\$ 485,877

See accompanying independent auditor's report and notes to the financial statements.

**COMMUNITY TAMPA BAY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED AUGUST 31, 2021**

WITH SUMMARIZED COMPARATIVE INFORMATION FOR THE YEAR ENDED AUGUST 31, 2020

	Program Services				Total
	Anytown	Professional Education	Youth Conferences	Huddle For Change	
Personnel expenses					
Salaries	\$ 69,611	\$ 49,933	\$ 18,768	\$ -	\$ 138,312
Payroll taxes	6,476	4,690	1,738	-	12,904
Employee benefits	6,230	2,450	2,410	-	11,090
Total personnel expenses	<u>82,317</u>	<u>57,073</u>	<u>22,916</u>	<u>-</u>	<u>162,306</u>
Other expenses					
Professional	-	-	-	-	-
Video production	-	-	-	25,540	25,540
Occupancy	11,174	3,223	2,149	-	16,546
Equipment and computer costs	7,932	1,644	1,096	-	10,672
Insurance	7,237	1,867	1,245	-	10,349
Training, travel, and conferences	6,201	59	168	1,200	7,628
Participant room and board	9,166	-	-	65	9,231
Office	1,707	20	332	-	2,059
Marketing	267	77	51	-	395
Contract services	-	1,710	-	-	1,710
Special event	-	-	-	-	-
Other	4,592	17	12	-	4,621
Total expenses before non-cash items	<u>130,593</u>	<u>65,690</u>	<u>27,969</u>	<u>26,805</u>	<u>251,057</u>
In-kind services	-	-	-	300	300
Depreciation	-	-	-	-	-
Bad debt	-	-	-	-	-
Total expenses by function	<u>130,593</u>	<u>65,690</u>	<u>27,969</u>	<u>27,105</u>	<u>251,357</u>
Less expenses included with public support and revenue on the Statement of Activities					
Special event expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>\$ 130,593</u>	<u>\$ 65,690</u>	<u>\$ 27,969</u>	<u>\$ 27,105</u>	<u>\$ 251,357</u>

(Continue to next page)

See accompanying independent auditor's report and notes to the financial statements.

COMMUNITY TAMPA BAY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED AUGUST 31, 2021

WITH SUMMARIZED COMPARATIVE INFORMATION FOR THE YEAR ENDED AUGUST 31, 2020

(Continued from previous page)

	Supporting Services			Total Expenses	
	General			August 31,	
	Administration	Fundraising	Total	2021	2020
Personnel expenses					
Salaries	\$ 22,154	\$ 44,729	\$ 66,883	\$ 205,195	\$ 203,196
Payroll taxes	2,077	4,186	6,263	19,167	17,835
Employee benefits	819	2,727	3,546	14,636	14,259
Total personnel expenses	<u>25,050</u>	<u>51,642</u>	<u>76,692</u>	<u>238,998</u>	<u>235,290</u>
Other expenses					
Professional	23,611	15,000	38,611	38,611	26,643
Video production	-	-	-	25,540	-
Occupancy	-	3,663	3,663	20,209	21,246
Equipment and computer costs	719	1,973	2,692	13,364	15,429
Insurance	623	2,241	2,864	13,213	12,249
Training, travel, and conferences	2,563	28	2,591	10,219	35,299
Participant room and board	-	-	-	9,231	3,920
Office	266	1,667	1,933	3,992	4,620
Marketing	396	2,130	2,526	2,921	282
Contract services	-	-	-	1,710	-
Special event	-	1,591	1,591	1,591	16,278
Other	8,403	4,685	13,088	17,709	5,738
Total expenses before non-cash items	<u>61,631</u>	<u>84,620</u>	<u>146,251</u>	<u>397,308</u>	<u>376,994</u>
In-kind services	2,276	-	2,276	2,576	1,046
Depreciation	482	-	482	482	154
Bad debt	-	-	-	-	2,000
Total expenses by function	<u>64,389</u>	<u>84,620</u>	<u>149,009</u>	<u>400,366</u>	<u>380,194</u>
Less expenses included with public support and revenue on the Statement of Activities					
Special event expenses	<u>-</u>	<u>(1,591)</u>	<u>(1,591)</u>	<u>(1,591)</u>	<u>(16,278)</u>
Total expenses	<u>\$ 64,389</u>	<u>\$ 83,029</u>	<u>\$ 147,418</u>	<u>\$ 398,775</u>	<u>\$ 363,916</u>

See accompanying independent auditor's report and notes to the financial statements.

**COMMUNITY TAMPA BAY, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED AUGUST 31, 2021**

WITH SUMMARIZED COMPARATIVE INFORMATION FOR THE YEAR ENDED AUGUST 31, 2020

	August 31,	
	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 96,925	\$ 70,795
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Gain from Paycheck Protection Program loan forgiveness	(44,543)	-
Depreciation and amortization	482	154
(Increase) decrease in assets:		
Accounts receivable	39,877	(16,706)
Pledges receivable	1,500	6,733
Prepaid expenses	(5,500)	(46)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(8,298)	7,013
Deferred revenue	119,752	(67,699)
Net cash provided by operating activities	200,195	244
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of equipment	(3,153)	-
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from Paycheck Protection Program loan	-	44,543
Net change in cash and cash equivalents	197,042	44,787
Cash and cash equivalents, beginning of year	490,703	445,916
Cash and cash equivalents, end of year	\$ 687,745	\$ 490,703
NONCASH FINANCING TRANSACTION:		
Forgiveness of Paycheck Protection Program loan and conversion into a grant	\$ 44,543	\$ -

See accompanying independent auditor's report and notes to the financial statements.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

NOTE 1 NATURE OF THE ORGANIZATION

Community Tampa Bay, Inc. (“Community Tampa” or the “Organization”) is a tax-exempt, Not-for-Profit entity that was organized as a corporation and is located in Pinellas County, Florida. The Organization’s objective is to promote dialogue and respect among all cultures, religions, and ethnicities in Tampa Bay and to strive for a world that, through education, advocacy, and conflict mediation, will be free from discrimination.

The Organization’s programs can be broadly categorized as follows:

- Anytown – to promote a youth leadership and diversity awareness program.
- Professional Education – to empower workplace leaders to leverage diversity through customized training sessions and consultation.
- Youth Conferences – to create safe learning environments through school-based prejudice-reduction workshops.
- Huddle For Change – to determine action steps our community can implement to eliminate systemic injustices in the Tampa Bay community.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

Community Tampa has adopted the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 958, *Not-for-Profit Entities*. Under ASC 958, the Community Tampa is required to provide financial statements which are prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. As such, Community Tampa reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Revenue Recognition

Contributions are recorded at their fair market value on the date of receipt. All contributions are available for unrestricted use unless specifically designated by the donor. The Organization reports contributions restricted by donors as increases in net assets *without* donor restrictions if restrictions expire (that is, when either a stipulated time restriction ends, or a purpose restriction is accomplished) in the same reporting period in which revenue is recognized.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Support arising from donated, or in-kind, goods, property, and services is recognized in the financial statements at its fair value. GAAP requires recognition of in-kind services, if such services (1) create or enhance nonfinancial assets or (2) require specialized skills and are provided by individuals possessing those skills, who would typically charge a fee.

Cash and Cash Equivalents

Community Tampa considers all highly liquid instruments with maturities of three months or less when purchased to be cash equivalents.

Equipment

Equipment is recorded at cost or, if donated, the estimated fair value at the date of donation. The Organization has a policy of capitalizing expenditures for property and equipment with costs greater than \$1,500. Depreciation is provided using the straight-line method over the asset's estimated useful life of three years.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Revenue

As of August 31, 2021, the Organization received grant funds for programming for which the conditions had not been met. These funds are recorded as deferred revenue and will be recognized as revenue upon meeting the required conditions.

Functional Expenses

The costs of providing the various program and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Certain categories of expenses are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, insurance, equipment and computer costs, training, travel and conferences, and office expenses, which are allocated primarily on a square footage basis, as well as salaries, payroll taxes, and employee benefits, which are allocated on the basis of estimated time and effort.

Income Tax

Community Tampa is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code and from state income taxes under similar provisions of the Florida Statutes. Accordingly, no provision for income taxes has been included in the accompanying financial statements. The Organization follows FASB guidance regarding Uncertainty in Income Taxes as codified in FASB ASC Topic 740-10.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

As of August 31, 2021, management does not believe it has taken any tax positions that are subject to a significant degree of uncertainty. With few exceptions, the Organization is subject to income tax examinations for up to three years after tax returns are filed.

Recent Accounting Pronouncements

The FASB issued new guidance relating to Topic 606. The core principle of this new guidance (ASU 2014-09, *Revenue from Contracts with Customers*) is that an entity will recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Organization early adopted this guidance on September 1, 2019 using the modified retrospective approach. As part of the adoption, the Organization has evaluated each of the five steps of ASC Topic 606 which are as follows: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to the performance obligations; and (5) Recognize revenue when (or as) performance obligations are satisfied. The Organization has determined that the adoption of ASC Topic 606 did not have an impact on the Organization's financial statements.

Recent Accounting Pronouncements Not Yet Adopted

In 2016, Accounting Standards Update No. 2016-02, *Leases* ("ASU 2016-02") was issued. The amendments in ASU 2016-02 affect any entity that enters into leasing contracts. This ASU supersedes the revenue recognition requirements in ASC 840, *Leases*, and most industry-specific guidance.

The core principle of the guidance is to increase transparency and comparability among organizations by recognizing rights and obligations of leasing activities as assets and lease liabilities on the balance sheet. Under this ASU, lease assets and lease liabilities should be recognized for those leases previously classified as operating leases.

ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2021. The Organization will adopt this new standard effective for the fiscal year ending August 31, 2023 and shall disclose qualitative and quantitative information. At this time, it is not known, nor can it be reasonably estimated, what the impact of this standard's adoption will have on the Organization.

Summarization and Reclassification of Certain 2020 Information

The financial information for the year ended August 31, 2020, presented for comparative purposes, is not intended to be a complete presentation. Certain 2020 amounts were reclassified to conform to the presentation in the current year. These reclassifications had no change on prior year reported changes in net assets or end of year net assets.

Subsequent Events

In accordance with FASB ASC 855, *Subsequent Events*, the Organization evaluated subsequent events through March 21, 2022, the date the financial statements were available for issue.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

NOTE 3 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

Community Tampa's financial assets available for general expenditures, that is, without donor imposed or other restrictions limiting their use, within one year of the Statement of Financial Position date as of August 31, 2021 were as follows:

Current financial assets at year-end	
Cash and cash equivalents	\$ 687,745
Accounts receivable	12,162
Promises to give	<u>2,000</u>
 Current financial assets available to meet cash needs for general expenditures within one year	 <u>\$ 701,907</u>

Community Tampa has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, as more fully described in Note 5, *Line of Credit*, Community Tampa has a line of credit with a lending institution in the amount of \$50,000.

NOTE 4 EQUIPMENT

Equipment consist of the following at August 31, 2021:

Computer equipment	\$ 3,153
Less: Accumulated depreciation	<u>(482)</u>
 Equipment, net	 <u>\$ 2,671</u>

Depreciation expense for the year ended August 31, 2021 was approximately \$500.

NOTE 5 LINE OF CREDIT

The Organization has a line of credit with a bank that allows the Organization to borrow up to \$50,000 at the bank's prime rate plus 2.29% at August 31, 2021. The line of credit is unsecured and matures on March 7, 2022. There was no outstanding balance under the line of credit as of August 31, 2021.

The Organization is negotiating with the bank to renew the line of credit for additional one year.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

NOTE 6 OCCUPANCY LEASE

The Organization leases its office space under a non-cancellable operating lease agreement. Rental expense on this lease was approximately \$20,000 for the year ended August 31, 2021.

Community Tampa entered into a new operating lease agreement for its office space for a period of one year on January 1, 2022 with an option to extend the term for an additional two-year period. Annual rent for the first option year will not increase. Annual rent for the second year will be renegotiated at the time of renewing the lease agreement.

NOTE 7 IN-KIND SUPPORT

In-kind support for the year ended August 31, 2021 consists of the following:

Accounting services	\$ 2,276
Donated facilitator	<u>300</u>
	<u>\$ 2,576</u>

NOTE 8 PAYCHECK PROTECTION PROGRAM FORGIVENESS OF DEBT

In March 2021, Community Tampa received a letter that its Paycheck Protection Program loan amount of approximately \$45,000 had been fully forgiven by SBA.

NOTE 9 BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

A donor has established an account at the Community Foundation of Tampa Bay, Inc. (the "Foundation"), restricted for the support of the Organization and for programs which enhance the understanding and compassion among people in the Tampa Bay area. The Foundation has been granted variance power over the account and its earnings which provide the Foundation with the unilateral power to redirect the use of these account funds to other beneficiaries. Because the Foundation has been granted variance power, these funds are not considered to be an asset of the Organization until paid by the Foundation.

NOTE 10 CONCENTRATIONS

One of the Organization's funders represented 36% of the total public support and revenue for the year ending August 31, 2021.

The Organization's financial instruments that are exposed to concentrations of credit risk consist primarily of cash deposit accounts. As of August 31, 2021, cash balance in excess of federally insured limits was approximately \$442,000.

COMMUNITY TAMPA BAY, INC.
NOTES TO THE FINANCIAL STATEMENTS
AUGUST 31, 2021

NOTE 11 CONTINGENCIES

The Organization routinely enters into grant agreements and contracts with governmental agencies and other organizations to provide for reimbursement of eligible direct and indirect costs of providing certain program services. The grants and contracts are subject to audit or review and retroactive adjustment based on a final determination by the grantor of eligible reimbursable expenditures. The effect of such adjustments, if any, on the Organization's financial statements cannot be determined at this time and no provision has been made for any such adjustment in the accompanying financial statements.

Policy Number: **CF1-ML-10002892-01**

COMMUNITY TAMPA BAY INC
622 1ST AVE S STE 2
SAINT PETERSBURG FL 33701-4164

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

COMMUNITY TAMPA BAY INC
622 1ST AVE S STE 2
SAINT PETERSBURG FL 33701-4164

05-16-22

INSURED



NOVA CASUALTY COMPANY

**COMMERCIAL
INSURANCE
POLICY**

FLORIDA NOTICE TO POLICYHOLDERS CUSTOMER INFORMATION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

Florida Insurance Law §627.4131 requires us to provide you with the following information:

If you have any questions or concerns about this policy, please contact your agent.

You may also contact us directly if you have any questions or would like information about your coverage. For your convenience, our address and phone number are shown below:

**NOVA Casualty Company
AIX Specialty Insurance Company
7 Waterside Crossing, Suite 101
Windsor, CT 06095
Telephone: 1-866-633-6945**

Refer to your policy Declarations page for the company issuing this policy.

When contacting us or your agent please have your policy number available.

FLORIDA NOTICE TO POLICYHOLDERS RISK MANAGEMENT PLANS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

Florida law requires each insurer or insurer group offering commercial casualty insurance or commercial property insurance covering risks located in Florida, to make available to insureds guidelines for risk management plans. Guidelines for risk management plans are descriptive instructions and criteria for the establishment of risk management plans and deal with one or more specific aspects of risk handling appropriate to one or more insureds. To obtain this information, you may submit a written request to the Company at the following address:

**NOVA Casualty Company
Loss Control Department
7 Waterside Crossing, Suite 101
Windsor, CT 06095**

NOTICE TO POLICYHOLDERS INSURANCE FRAUD

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

Insurance Fraud...It's a crime that affects all of us. According to the Federal Bureau of Investigation, the total cost of insurance fraud (non-health insurance) is estimated to be more than \$40 billion per year. Over the past few years the number of documented cases of insurance fraud has soared, with costs passed along to policyholders as increased premiums.

We at NOVA Casualty Company are committed to stopping this crime. We have established a Special Investigation Unit to combat insurance fraud and you can help by confidentially providing us with any information about persons who have committed fraud or intend to commit fraud.

Call the toll-free NOVA Casualty Company Fraud Tip-Line at 1-800-799-6980, 24 hours a day, seven days a week.

**NOVA Casualty Company
440 Lincoln Street
Worcester, MA 01653**

**Fraud Tip-Line
1-800-799-6980**

Privacy Policy and Producer Compensation Practices Disclosures

Privacy Policy Disclosure

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you. We do not share the non-public personal information of customers of our SEC regulated companies or customers who own products of ours which are SEC regulated with affiliated or non-affiliated companies who would use that information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including that held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect all non-public, personal information.

Internal Access to Information

Access to personal, nonpublic information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency, and under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our privacy policy, visit our Web site, located at www.hanover.com.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers". We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

Further Information

If you have questions about our privacy policy, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Benchmark Professional Insurance Services, Inc.- Campania Insurance Agency Co. Inc.- Campmed Casualty & Indemnity Co. Inc - Chaucer Syndicates Limited - Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Company - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc.- Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.

NOTICE TO POLICYHOLDERS TOTAL LEAD EXCLUSION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

This policy contains an exclusion relating to lead. As stated by the exclusion, the policy does not provide coverage for any injury, damage, payment, liability, loss, cost or expense of any kind resulting in whole or in part from lead contamination.

NOTICE TO POLICYHOLDERS TOTAL ASBESTOS EXCLUSION

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

The policy is endorsed with an exclusion relating to asbestos. As stated by the exclusion, the policy does not provide coverage for any actual or alleged injury, damage, payment, liability, loss, cost or expense of any kind resulting in whole or in part from asbestos.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Policy Number
CF1-ML-10002892-01

COMMON POLICY DECLARATIONS
NOVA Casualty Company

Renewal Of:
CF1-ML-10002892-00

440 Lincoln Street, Worcester, MA 01653

Item 1. Named Insured and Mailing Address	Agent Name and Address
COMMUNITY TAMPA BAY INC 622 1ST AVE S STE 2 SAINT PETERSBURG FL 33701-4164	CHARITY FIRST INSURANCE SERVICES, INC. 595 MARKET STREET, SUITE 2100 SAN FRANCISCO, CA 94105
	Agent No. 51011

Item 2. Policy Period	From: 05-16-2022	To: 05-16-2023
at 12:01 A.M., Standard Time at your mailing address shown above.		

Item 3. Business Description:
Form of Business: CORPORATION

Item 4. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial Property Coverage Part	NOT COVERED
Commercial General Liability Coverage Part	\$ 5,768.00
Crime and Fidelity Coverage Part	NOT COVERED
Commercial Inland Marine Coverage Part	NOT COVERED
Commercial Auto (Business or Motor Carrier) Coverage Part	NOT COVERED
Commercial Garage / Auto Dealers Coverage Part	NOT COVERED
TAX OR SURCHARGE	\$ 40.38
Policy Writing Minimum Premium Retained:	Total Policy Premium \$ 5,808.38

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned:

Date: _____ By: _____
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



NOVA CASUALTY COMPANY

440 Lincoln Street
Worcester, MA 01653

In Witness Whereof, NOVA Casualty Company has executed and attested these presents, and where required by law, has caused this Policy to be countersigned by its duly authorized Representative.

A handwritten signature in black ink, appearing to read "Charles F. Cronin".

Charles Frederick Cronin
Corporate Secretary

A handwritten signature in black ink, appearing to read "John C. Roche".

John C. Roche
President



Policy Number
CF1-ML-10002892-01

SCHEDULE OF LOCATIONS
NOVA Casualty Company

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	622 1ST AVE S STE 2, SAINT PETERSBURG, FL 33701-4164	YOUTH PROGRAM
002	001	3803 HAINES RD N, ST PETERSBURG, FL 33703-5625	SUMMER CAMP

IMPORTANT NOTICE TO POLICYHOLDERS INSTALLMENT PLAN SCHEDULE OF FEES

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

You have elected to pay your premium on installments. The fees that pertain to your installment plan payments are shown below. When your account includes a policy or policies covering multiple states, the lowest applicable fee for any covered state will be charged. An account is defined as all policies listed on an invoice.

Invoice Fee

An invoice fee will be charged whenever an invoice for payment is generated. The amount of the fee varies by state as shown below. Invoice fees are waived on accounts that are full-pay.

Invoice Fee Schedule	
State	Fee
Florida	\$3.00
North Dakota, West Virginia	\$5.00
All Other States (not applicable in Alaska)	\$10.00

In some states, an invoice fee may be defined as an installment fee or by some other term.

Late Fee

If payment is not received by the due date, a notice of intent to cancel for nonpayment may be generated on each policy on your account. A late fee up to the amount shown below will apply per notice.

Late Fee Schedule	
State	Fee
Florida, Maryland	\$10.00
Georgia	\$20.00
All Other States (not applicable in Kentucky, Massachusetts or West Virginia)	\$25.00

Please note that partial payment will not suspend the cancellation process of your account.

Non-Sufficient Funds

A return payment fee up to the amount shown below will be charged for any payment not accepted by your financial institution.

Non-Sufficient Funds Schedule	
State	Fee
Florida	\$15.00
Maryland, West Virginia	\$25.00
All Other States	\$30.00

Reinstatement Fee (not applicable in Florida, Maryland or West Virginia)

If your policy is cancelled for nonpayment of premium, a reinstatement fee up to **\$20.00** may be charged to reinstate your policy should an offer of reinstatement be extended. Any premium and accrued charges due are payable and are not waived by the reinstatement.



Policy Number
CF1-ML-10002892-01

INSTALLMENT SCHEDULE
NOVA Casualty Company

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

20% DEPOSIT / 9 CONSECUTIVE INSTALLMENTS

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.



Policy Number
CF1-ML-10002892-01

SCHEDULE OF FORMS AND ENDORSEMENTS

NOVA Casualty Company

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.

Agent No. 51011

COMMON POLICY FORMS AND ENDORSEMENTS

CO-DEC	10-13	COMMON POLICY DECLARATIONS
TAX-FORM	01-97	SCHEDULE OF TAXES, SURCHARGES OR FEES
AIL 00 13	06-13	SIGNATURE PAGE NOVA CASUALTY
LOC-SCHED	01-97	SCHEDULE OF LOCATIONS
INSTSCHED	01-02	INSTALLMENT SCHEDULE
AIL 00 14	02-11	CONFORMITY WITH STATE STATUTES
AIL 00 33	10-11	TOTAL LEAD EXCLUSION
AIL 00 35	10-11	TOTAL ASBESTOS EXCLUSION
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT

GENERAL LIABILITY FORMS AND ENDORSEMENTS

GL-DEC	12-01	COMM GENERAL LIABILITY COVERAGE SUPP DEC
GL-SCHED	01-97	COMM GENERAL LIABILITY COVERAGE SCHEDULE
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
AGL 09 30	07-16	HIRED AND NON-OWNED AUTO EXCESS LIAB-NFP
AGL 09 86	07-16	SOCIAL SERVICES PROF LIABILITY -NFP-FL
AGL 09 87	07-17	SOCIAL SERVICES-GENERAL LIAB EXTRA- FL
AGL 10 74	07-17	ABUSE OR MOLESTATION LIAB COV -NFP-FL
CG 02 20	03-12	FL CHANGES - CANCELLATION & NONRENEWAL
CG 21 01	12-19	EXCL - ATHLETIC OR SPORTS PARTICIPANTS
CG 21 06	05-14	EXCL-ACC/DISCL OF CONFIDENTIAL OR PERSONAL INFO
CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 55	09-99	TOTAL POLLUTION EXCL. WITH HOSTILE FIRE
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 70	01-15	CAP LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 39	04-13	EXCLUSIONS - CAMPS OR CAMPGROUNDS
CG 24 16	12-07	CANOES OR ROWBOATS
CG 27 54	01-21	FL CHGS-YOUR RIGHT TO CLAIM & OCCUR INFO
AGL 06 34	11-17	EXCLUSION DISCRIMINATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONFORMITY WITH STATE STATUTES

The following **Condition** is added to your policy to comply with, or otherwise respond to, the laws of multiple states. This endorsement applies to the extent your policy provides coverage for loss that results to or from your autos, employees, locations or operations in states other than the “controlling state” of your policy.

The term “controlling state” means the state that is listed on the Declarations for the First Named Insured. If there are no locations or operations for any coverage provided by your policy for the First Named Insured’s state, the “controlling state” is the state that generates the highest premium on your policy.

CONFORMITY WITH STATE STATUTES

- A.** The provisions of this policy conform to the minimum requirements of state laws and control over any conflicting statutes of any state in which you have autos, employees, locations or operations, on or after the effective date of this policy.
- B.** Any provision of this policy, including endorsements that modify the policy, which does not conform to the minimum requirements of a state’s statutes, is amended to conform to such statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to any actual, alleged, or threatened, loss or damage of any kind whether directly or indirectly arising out of, resulting from, or related to, lead in any form, regardless of its purpose, usage, or condition, including but not limited to:

1. Any "bodily injury", "property damage", medical expense, or "personal and advertising injury";
2. Any cost or expense relating to the investigation or defense of any claim, loss, damage, "suit" or any other proceeding. We do not have any duty to defend any insured against anyone seeking damages;
3. Any cost or expense relating to any request, demand, or order, statutory or regulatory requirement, that any insured or others test for, monitor, clean up, remediate, encapsulate, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
4. Any fines, penalties, or assessments of any kind.

This exclusion applies whether the loss or damage was existing prior to or occurring after the effective date of this policy.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to any actual, alleged, or threatened, loss or damage of any kind whether directly or indirectly arising out of, resulting from, or related to, asbestos in any form, regardless of its purpose, usage, or condition, including but not limited to:

1. Any "bodily injury", "property damage", medical expense, or "personal and advertising injury";
2. Any cost or expense relating to the investigation or defense of any claim, loss, damage, "suit" or any other proceeding. We do not have any duty to defend any insured against anyone seeking damages;
3. Any cost or expense relating to any request, demand, or order, statutory or regulatory requirement, that any insured or others test for, monitor, clean up, remediate, encapsulate, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of asbestos; or
4. Any fines, penalties, or assessments of any kind.

This exclusion applies whether the loss or damage was existing prior to or occurring after the effective date of this policy.

All other terms and conditions of the policy remain unchanged.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$57.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
General Liability	
 Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to be in addition to or replace any provisions of your policy, including its endorsements. If there is any conflict between this Notice and your policy, including its endorsements, the provisions of the policy, including its endorsements shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements, which applies to your renewal policy being issued by us:

CG 21 06 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 21 07 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Under Coverage **B** – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 21 08 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 04 37 05 14 – Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage **A** – Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** – Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 33 53 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – With Limited Bodily Injury Exception (For Use With The Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

CG 33 59 05 14 – Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

CG 33 63 05 14 – Exclusion – Access, Disclosure Or Unauthorized Use Of Electronic Data (For Use With The Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.



Policy Number
CF1-ML-10002892-01

**COMMERCIAL GENERAL
LIABILITY COVERAGE SCHEDULE
NOVA Casualty Company**

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.
Agent No. 51011

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Code No.	Premium Basis	Premises/Operations		
Location	ALL	Exposure	Rate	Premium
49950				
Classification:				\$ 250.00
SOCIAL SERVICES - GL EXTRA ENDORSEMENT			Products/Completed Operations	
			Rate	Premium
49950				
Classification:				\$ 371.00
HIRED & NON-OWNED AUTO EXCESS LIABILITY			Products/Completed Operations	
			Rate	Premium
44444				
Classification:				\$ 1,573.00
ABUSE OR MOLESTATION LIABILITY			Products/Completed Operations	
			Rate	Premium
73444				
Classification:				\$ 2,050.00
SOCIAL SERVICES PROFESSIONAL LIABILITY			Products/Completed Operations	
			Rate	Premium



Policy Number
CF1-ML-10002892-01

**COMMERCIAL GENERAL
LIABILITY COVERAGE SCHEDULE**

NOVA Casualty Company

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.
Agent No. 51011

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Code No.	Premium Basis	Premises/Operations	
Location	ALL	Exposure	
Classification: Federal Terrorism - CAT			\$ 57.00
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
41422	Camper Days		
Location	001/001	Exposure	180
Classification: CAMPS - NOT-FOR-PROFIT (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		1.3810	\$ 254.00
		Products/Completed Operations	
		Rate	Premium
			INCL
Code No.	Premium Basis	Premises/Operations	
49891	Registrant		
Location	001/001	Exposure	120
Classification: YOUTH RECREATION PROGRAMS-NOT-FOR-PROFIT (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		6.1090	\$ 750.00
		Products/Completed Operations	
		Rate	Premium
			INCL
Code No.	Premium Basis	Premises/Operations	
61227	Square Feet		
Location	001/001	Exposure	750
Classification: BUILDINGS OR PREMISES - OFFICE - NOT-FY (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		273.5710	\$ 209.00
		Products/Completed Operations	
		Rate	Premium
			INCL



Policy Number
CF1-ML-10002892-01

**COMMERCIAL GENERAL
LIABILITY COVERAGE SCHEDULE
NOVA Casualty Company**

Named Insured COMMUNITY TAMPA BAY INC

Effective Date: 05-16-22
12:01 A.M., Standard Time

Agent Name CHARITY FIRST INSURANCE SERVICES, INC.
Agent No. 51011

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy:
See Schedule of Locations

Code No.	Premium Basis	Premises/Operations	
41422	Camper Days		
Location 002/001	Exposure 180	Rate	Premium
Classification: CAMPS - NOT-FOR-PROFIT (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		1.3810	\$ 254.00
		Products/Completed Operations	
		Rate	Premium
			INCL
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium
Code No.	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification:			
		Products/Completed Operations	
		Rate	Premium

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

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 Coverage Part 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. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) 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; or

(iv) 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 **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) 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 of 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.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HIRED AND NON-OWNED AUTO EXCESS LIABILITY –
NOT-FOR-PROFIT ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only for those coverages for which a specific premium charge is shown in the Schedule below.

Limit Of Insurance Per Occurrence:	\$ 1,000,000
Premium:	
Hired Auto Liability	\$ 246
Non-Owned Auto Liability	\$ 125
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Hired Auto Liability

The insurance provided under **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business as a not-for-profit organization.

B. Non-Owned Auto Liability

The insurance provided under **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business as a not-for-profit organization.

C. Exclusions

With respect to the insurance provided by this endorsement, the exclusions under Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

D. WHO IS AN INSURED

For the purposes of this endorsement only, **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" or "volunteer worker" of yours;
 but only while such "non-owned auto" is being used in your business as a not-for-profit organization; and
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraphs **a.**, **b.** or **c.** above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. LIMITS OF INSURANCE

For the purposes of this endorsement only, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

1. Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" involving "hired auto" liability or "non-owned auto" liability is the applicable limit shown in the Schedule above.
2. The General Aggregate Limit of Insurance shown in the Declarations does not apply to coverage provided by this endorsement.

F. For the purposes of this endorsement only, Paragraph 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis, that applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" or "non-owned auto".

G. DEFINITIONS

For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended as follows:

1. The following definitions are added:
 - a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - b. "Hired auto" means any "auto" you lease, hire, rent or borrow, but does not include:
 - (1) Any "auto" you lease, hire, rent or borrow from any of your "employees", "volunteer workers", partners or your "executive officers", or members of their households; or
 - (2) Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more.
 - c. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in connection with your business.

2. The following definitions are amended:
 - a. "Coverage territory" means:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Puerto Rico;
 - (4) Canada; and
 - (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less, provided that the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above, or in a settlement we agree to.
 - b. "Insured contract" is amended by the addition of the following exception to Paragraph f.: Paragraph f. does not include that part of any contract or agreement:
 - (1) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees" or "volunteer workers", if the "auto" is loaned, leased or rented with a driver; or
 - (2) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE -
NOT-FOR-PROFIT ORGANIZATIONS - FLORIDA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limits of Insurance	
Social Service Professional Liability:	\$ 1,000,000	Each Social Service Incident
	\$ 3,000,000	Social Service Incident Aggregate
Premium:	\$ 2,050	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to **SECTION I – COVERAGES:**

COVERAGE – SOCIAL SERVICES PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any “social service incident” which arises out of the performance of professional social services in your capacity as a not-for-profit “social service organization” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” for any “social service incident” to which this insurance does not apply. We may, at our discretion, investigate any “social service incident” and settle any “claim” or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under the insurance provided by this endorsement.
- b. This insurance applies to “damages” resulting from any “social service incident” only if:
 - (1) The “social service incident” takes place in the “coverage territory”;
 - (2) The “social service incident” occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under **SECTION II – WHO IS AN INSURED**, and no “employee”, “volunteer worker”, or other individual authorized by you to give or receive notice of a “social service incident” or “claim” for a “social service incident”, knew that a “social service incident” had occurred, in whole or in part. If such a listed insured or authorized “employee”, “volunteer worker”, or other individual knew, prior to the policy period, that a “social service incident” occurred, then any continuation, change or resumption of such “social service incident” during or after the policy period will be deemed to have been known prior to the policy period.
- c. Any “social service incident” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under **SECTION II – WHO IS AN INSURED**, or any “employee”, “volunteer worker”, or other individual authorized by you to give or receive notice of a “social service incident” or “claim” for a “social service incident”, includes any continuation, change or resumption of that “social service incident” after the end of the policy period.
- d. A “social service incident” will be deemed to have been known to have occurred at the earliest time when any insured listed under **SECTION II – WHO IS AN INSURED** or any “employee”, “volunteer worker”, or other individual authorized by you to give or receive notice of a “social service incident” or “claim” for a “social service incident”:

- (1) Reports all, or any part, of the "social service incident" to us or any other insurer;
 - (2) Receives a written or verbal demand or "claim" for "damages" because of a "social service incident"; or
 - (3) Becomes aware by any other means that a "social service incident" has occurred or has begun to occur.
- e. All "claims" or "suits" resulting from a "social service incident" or a series of "related social service incidents" will be deemed to have been first made or brought against any insured at the time the first of those "claims" or "suits" is made or brought against any insured.
 - f. All "related social service incidents" shall be considered a single "social service incident" and all "related social service incidents" will be deemed to have been committed at the time the first "related social service incident" was committed. All "claims" or "suits" arising out of the same "social service incident" or "related social service incidents" by one or more insureds shall be considered a single "claim". Such single "claim" will be deemed to have been made at the time:
 - (1) Any such "claim" or "suit" arising out of such "social service incident" or "related social service incidents" was first made, regardless of the number of "claims" subsequently made; and
 - (2) Notice of such "social service incident" or "related social service incidents" was first provided pursuant to Paragraph 2. of **SECTION IV – CONDITIONS** of this insurance.

B. For the purposes of this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** is deleted and replaced by the following:

2. Exclusions

This insurance does not apply to any "claim" or "suit":

a. Aircraft, Auto Or Watercraft

Arising out the ownership, maintenance, use, entrustment to others of any aircraft, "auto" or watercraft owned, operated or hired by, or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "social service incident" which caused the injury involved the ownership, maintenance, use or entrustment to others of any aircraft or "auto" owned, operated or hired by, or rented to or loaned to any insured.

b. Bodily Injury, Property Damage And Personal and Advertising Injury

For:

- (1) "Bodily Injury";
- (2) "Property damage"; or
- (3) "Personal and advertising injury".

This includes "bodily injury", "property damage" or "personal and advertising injury" to any "employee" or "volunteer worker" of an insured, or family member of an "employee" or "volunteer worker", arising out of or in the course of employment by any insured or performing duties related to the conduct of the insured's business.

c. Contractual Liability

Arising out of liability for which any insured is obligated to pay by reason of the assumption of liability in any oral or written contract or oral or written agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of such oral or written contract or oral or written agreement.

d. Criminal, Dishonest, Fraudulent, Intentional, Malicious Or Wrongful Acts

Arising out of a willful or reckless violation of any federal or state regulation, statute or law, or any criminal, dishonest, fraudulent, intentional, malicious or wrongful act, error or omission if committed by, directed by, participated in, or knowingly allowed by the insured.

This exclusion applies even if the insured causing the "damage":

- (1) Lacks the mental capacity to control or govern his or her own conduct;
- (2) Temporarily lacks the capacity to control or govern his or her own conduct;
- (3) Temporarily is unable to form any intent to cause harm;
- (4) Subjectively intended the "damage" for which a "claim" is made; or
- (5) Is actually charged with or convicted of a crime.

e. Insured Versus Insured

Brought by or on behalf of any current or former insured against any current or former insured.

f. Workers' Compensation And Similar Laws

Arising out of any obligation of the insured under a workers' compensation, disability benefits, unemployment compensation or any similar law.

g. Related Professional Services

Arising out of any acts or omissions for services performed in the capacity of or which normally require performance or professional certification as:

- (a) A licensed attorney;
- (b) A certified public accountant;
- (c) An insurance agent or insurance broker; or
- (d) A financial management consultant.

h. Rendering Of Or Failure To Render Medical Services

Arising out of:

- (1) The rendering of or failure to render medical, radiological, surgical, dental or nursing supplies or treatments, including shock therapy; or
- (2) The prescription, utilization, furnishing or dispensing of drugs or medical, dental, or nursing supplies or appliances; other than as directed by a physician and in the normal practice of performing social services.

i. Liability Arising Out Of Hospitals Or Other Enterprises

Arising out of:

- (1) The services by an insured while acting as a director, officer or member of a professional board or committee of a hospital; or
- (2) The activities of an insured as a proprietor, superintendent, officer, director, shareholder or "employee" of any hospital; sanitarium; clinic with bed and board facilities; assisted living facility; nursing home; laboratory; health maintenance organization (HMO); preferred provider organization (PPO); point of service network, physician-managed firm; or other business enterprise other than a provider of social services.

j. Abuse Or Molestation, Or Sexual Harassment

Arising out of "abuse or molestation" or "sexual harassment" of any person; or the negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to the authorities, or failing to so report; or
- (5) Retention

of any person who actually or allegedly committed or attempted to commit "abuse or molestation" or "sexual harassment" for whom any insured is or ever was legally responsible.

k. Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any directive or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

l. Psychiatric Commitment

Arising out of the commitment of a person to a psychiatric institution, unless the commitment was made in full compliance with the laws or statutes of the state in which the commitment was made.

m. Injury To Employees Or Volunteer Workers

Arising out of or caused by the providing or failing to provide professional social services to any of your "employees" or "volunteer workers".

n. Discrimination

Arising out of "discrimination".

o. Employment Practices

(1) Arising out of any insured's actual or alleged:

- (a) Refusal to employ any person;
- (b) Termination of any person's employment; or
- (c) Other employment practices, including but not limited to, wrongful demotion, failure to promote, negative evaluation, reassignment, discipline, termination of employment, denial of training, deprivation of career opportunity or breach of employment contract, negligent hiring or supervision which results in any employment practice, retaliatory action, coercion, harassment, "sexual harassment", libel, slander, invasion of privacy, defamation, humiliation, or verbal,

physical, mental or emotional abuse arising from “discrimination”, whether intentional or unintentional, or malicious prosecution directed at that person; or

- (2) Asserted by the spouse, civil union partner, child, parent, or sibling, of any person as a consequence of “damages” to that person at whom any of the employment practices described in Paragraph (1) above is directed.

This exclusion applies:

- (3) Whether the employment practices described in Paragraph (1) above occur before employment, during employment or after employment of that person;
- (4) Whether the insured may be held liable as an employer or in any other capacity; and
- (5) Whether the insured may have any obligation to share “damages” with or repay someone else who must pay “damages” because of the “claim” or “suit”.

p. Employee Benefits

Arising out of any actual or alleged violation or failure to comply with the responsibilities, obligations or duties imposed by any federal, state or local statutory or common law, including regulations promulgated under any such law that governs any employee benefit arrangement, program, plan policy or scheme of any type, including but not limited to, the Employee Retirement Income Security Act of 1974 (ERISA) and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended whether operated by you or on your behalf for the benefit of any current, former or prospective employee.

- C. For the purposes of the coverage provided by this endorsement, **SUPPLEMENTARY PAYMENTS** is deleted and replaced by the following:

SUPPLEMENTARY PAYMENTS – SOCIAL SERVICES PROFESSIONAL LIABILITY

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured that we defend:

- 1. All expenses we incur.
- 2. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable Limit of Insurance, we will not pay any interest that accrues on that portion of the judgment.
- 4. All reasonable and necessary expenses incurred at our request by an insured, to assist us in the investigation or defense of the “claim” or “suit”. This includes actual loss of earnings up to \$250 per day because of time off from work when that insured attends a hearing, deposition or trial at our request in the course of defending an otherwise covered “claim” or “suit”.
- 5. All court costs taxed against the insured in the “suit”. However, these court costs do not include attorneys’ fees or attorneys’ expenses taxed against the insured. Such attorneys’ fees or attorneys’ expenses, if awarded or paid in a settlement for a covered “claim”, will be subject to **SECTION III – LIMITS OF INSURANCE**.
- 6. The costs of any required appeal bond, but only for bond amounts for that portion of any judgment that is for “damages” that we are obligated to pay and which are within the applicable Limits of Insurance. We will pay or reimburse you for the cost of higher appeal bond amounts if we are required to do so. We do not have to furnish these bonds nor will we be a principal under these bonds.

These payments will not reduce the Limits of Insurance.

Our duty to make such payments ends when we have used up the applicable Limits of Insurance in the payment of judgments or settlements.

- D. For the purposes of the coverage provided by this endorsement, **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. A partnership or joint venture, you are an insured. Your partners or members are also insureds, but only with respect to the conduct of your business;

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and members of the board of trustees, directors or governors are insureds, but only with respect to their duties as such. Your stockholders are insureds, but only with respect to their liability as stockholders; or
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
- but only in connection to your service as a not-for-profit "social service organization".

- 2. Each of the following is also an insured:
 - a. Your "employees" and "volunteer workers", other than physicians or surgeons, but only for acts within their status as your "employees" or "volunteer workers", or while performing duties related to the conduct of your business;
 - b. Any person or organization, other than a physician or surgeon, performing social services on your behalf in accordance with a contract or agreement entered into prior to loss, but only with respect to the performing of such services; and
 - c. Any employed, volunteer or contracted physician or surgeon, but only for services performed in an administrative capacity related to the conduct of your business;
 but only in connection to your service as a not-for-profit "social service organization". However, none of these "employees", "volunteer workers" or other persons or organizations included in subparagraphs **a.**, **b.** or **c.** above are insureds for "damages" arising out of injury to you or any of your co-"employees" or "volunteer workers".

- E. For the purposes of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
- 2. The Social Service Incident Aggregate Limit is the most we will pay for all "damages" for all "claims" or "suits" arising out of a "social service incident" or "related social service incidents".
- 3. Subject to Paragraph 2. above, regardless of the number of "claims" or "suits", the Each Social Service Incident Limit as shown in the Schedule above is the most we will pay for the sum of all "damages" for all "claims" or "suits" arising out of the same "social service incident" or "related social service incidents".
- 4. All "claims" or "suits" arising out of the same "social service incident" or "related social service incidents" of one or more insureds will be considered to be based on a single "social service incident" and only one Each Social Service Incident Limit of Insurance as shown in the Schedule will apply.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- F. For the purposes of the coverage provided by this endorsement, **SECTION IV - CONDITIONS** is deleted and replaced by the following:

SECTION IV – CONDITIONS

- 1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
- 2. **Duties In The Event Of A Claim Or A Social Service Incident That May Result In A Claim**
 - a. You must see to it that we are notified as soon as practicable of a "social service incident" or any incident that may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "social service incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or "damage" arising out of the "social service incident".

- b. If the "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or "damage" to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" for an insured; or
- b. To sue us on this insurance 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. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of the coverage provided by this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "claim" or "suit" that any other insurer has a duty to defend. 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.
- (3) 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:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) 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 Schedule above.

c. Method Of Sharing

If all of 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.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance to all insurers.

5. Premium Audit

- a. We will compute all premiums for this insurance in accordance with our rules and rates.
- b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the

bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this insurance 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 "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Two Or More Coverage Parts, Endorsements Or Policies Issued By Us

It is our stated intent that the various coverage parts, endorsements or policies issued to you by us, or any company affiliated with us:

- a. Do not provide an overlap or duplication of coverage for the same "claim" or "suit"; and
- b. The maximum limit shall not exceed the highest applicable Limit of Insurance when there are two or more coverage parts, endorsements or policies issued by us.

This condition does not apply to any Excess or Umbrella policy issued by us.

10. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 45 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

- G. For the purposes of the coverage provided by this endorsement, **SECTION V - DEFINITIONS** is deleted and replaced by the following:

SECTION V – DEFINITIONS

1. "Abuse or molestation" means actual illegal or offensive physical contact, physical misconduct, physical abuse or physical molestation of one or more persons, arising out of a single, continuous, sporadic or repeated exposure and committed by:
 - a. One person; or
 - b. Two or more persons acting together or in related acts or a series of acts.

However, "abuse or molestation" does not include acts against a "volunteer worker" or "employee" of any insured.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regardless of web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Claim" means:
 - a. A written demand for "damages"; or
 - b. A formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; against any insured arising out of a "social service incident", including any associated appeal.
6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. International waters or airspace, but only if the injury or "damage" occurs in the course of travel or transportation between any places included in Paragraph a. above;
- provided the insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
7. "Damages" means monetary amounts the insured is legally obligated to pay as judgments, arbitration awards, or settlements, provided any settlements are negotiated with our knowledge and approval. "Damages" does not include:
 - a. Any amount awarded as a multiple portion of any multiplied "damage" award;
 - b. Liquidated "damages" pursuant to any federal, state or local statutes, rules or regulations;
 - c. Punitive or exemplary "damages", equitable, injunctive or declarative relief, or any other relief or any other relief or recovery other than monetary amounts;
 - d. Judgments or awards because of acts deemed uninsurable by law;
 - e. Civil, criminal, administrative or other fines and penalties; or
 - f. Taxes, fines, penalties, costs or expenses imposed by law or arising out of any complaint or enforcement action of any federal, state or local governmental regulatory agency.
 8. "Discrimination" means:
 - a. The unfair treatment of a natural person or organization including but not limited to "discrimination" based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
 9. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
 11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 12. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

"Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 14. "Personal and advertising injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss from use of that property; or
 - b. Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 17. "Related social service incident" means all "social service incidents" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury or decision.
- 18. "Sexual harassment" means any illegal or offensive acts or verbal comments of a sexual nature.
- 19. "Social service incident" means any actual or alleged act, error or omission committed by an insured in connection with your service as a not-for-profit "social service organization".
- 20. "Social service organization" means any not-for-profit organization that provides any social, human, religious, educational or cultural service.
- 21. "Suit" means a civil proceeding in which "damages" because of a "social service incident" to which this insurance applies are alleged and also includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our written consent; or
 - b. Any other proceedings in which such "damages" are claimed and to which the insured must submit or does submit with our written consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "volunteer worker".
- 23. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

- a. This exclusion does not apply to aircraft chartered with crew to any insured.
b. This exception provision does not apply if the chartered aircraft is owned by any insured.
c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- (a) Less than 60 feet long; and
(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- (1) \$1,000,000; or
(2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

- a. The following is added to subparagraph (4) of j. **Damage To Property**:

However, this exclusion does not apply to “property damage” to your “invitee’s” personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all “invitees” because of “property damage” to personal property of such “invitees” in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

“Bodily injury”, “incidental medical malpractice liability” or “property damage” arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to “personal and advertising injury” caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

D. ADDITIONAL INSURED

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of “bodily injury,” “property damage” or “personal and advertising injury”.
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
 - b. The insurance afforded to such additional insured only:
 - (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
 - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.

COMMERCIAL GENERAL LIABILITY

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.

- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; orAs respects Paragraph j.(2) above, this insurance does not apply to:
 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured 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, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (1) This insurance afforded to the vendor 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 under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make 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 "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (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 subparagraphs **k.(d)** or **k.(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 "your products".
- (1) 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.
- l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
 - m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
4. With respect to the insurance afforded to an additional insured as provided in Paragraphs **D.1.** and **D.2.** above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection **D. ADDITIONAL INSUREDS** does not apply to such person(s) or organization(s).
6. Paragraph 4. **Other Insurance SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
- For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

- 3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT’S AND PARAMEDICS

- a. Paragraph **2.a.(1)(d)** does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:
 - (1) While performing the services described in the definition of “incidental medical malpractice injury”; and
 - (2) When acting within the scope of their employment by you.
 Any “employees” rendering “Good Samaritan Services” will be deemed to be acting within the scope of their employment by you.
- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an “incidental medical malpractice injury” to any one person, will be considered one “occurrence”.
- c. This provision as provided in Paragraph **2.a.** and **2.b.** does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in “incidental medical malpractice injury”; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph **2.a.** and **2.b.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

3. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

- a. The last Paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4.b. Excess Insurance** is amended to add the following:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs **2.a.** and **2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit** apply only when the “occurrence”, offense, claim or “suit” is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence”, offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **6. Representations**:

If you unintentionally failed to disclose all hazards or prior “occurrences” existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

- a. The rating for this endorsement includes the following special events:
 - (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
 - (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

- b. The following special events shall be separately rated for additional premium:
 - (1) Any special event that exceeds the number or attendees or duration as shown in **3.a.(1)** or **3.a.(2)** above;
 - (2) Any parade, fair or carnival; or
 - (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph **8. Transfer Of Rights of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph **3.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph **14.b.** is deleted and replaced by the following:

- b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling;
- (d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph **a.** of the definition of "insured contract" is deleted and replaced by the following:

- a. A contract for a lease of premises.

- b. Subparagraph **f.** of the definition of "insured contract" is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph **16.** is amended to add the following: Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ABUSE OR MOLESTATION LIABILITY COVERAGE -
NOT-FOR-PROFIT ORGANIZATIONS - FLORIDA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

	Limits Of Insurance
Each Abuse Or Molestation Incident Limit	\$ 1,000,000
Abuse Or Molestation Aggregate Limit	\$ 2,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. The following is added to SECTION I – COVERAGES:
COVERAGE – ABUSE OR MOLESTATION LIABILITY**

1. Insuring Agreement

a. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of an "abuse or molestation incident" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph F., **LIMITS OF INSURANCE** of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of judgments or settlements under the insurance provided by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B AND ABUSE OR MOLESTATION LIABILITY** of **SECTION I - COVERAGES**.

b. This insurance applies to "injury" only if caused by an "abuse or molestation incident":

(1) Arising out of your covered operations;

(2) That takes place in the "coverage territory"; and

(3) The first act of an "abuse or molestation incident" occurs during the policy period and includes any continuation, change or resumption of that "abuse or molestation incident" after the end of the policy period; and

(4) Prior to the policy period no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or a claim for damages because of an "abuse or molestation incident" knew that the "abuse or molestation incident" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "abuse or molestation incident" occurred, then any multiple, continuous, related or repeated acts of such "abuse or molestation" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or claim for damages because of an "abuse or molestation incident":

(1) Reports all, or any part, of the "abuse or molestation incident" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "abuse or molestation incident"; or

- (3) Becomes aware by any means that an "abuse or molestation incident" has occurred or has begun to occur.
- d. All "related abuse or molestation incidents" shall be considered a single "abuse or molestation incident" and all "related abuse or molestation incidents" will be deemed to have been committed at the time the first "abuse or molestation incident" was committed. All claims or "suits" arising out of the same "abuse or molestation incident" or "related abuse or molestation incidents" by one or more insureds shall be considered a single claim. Such single claim will be deemed to have been made at the time:
- (1) Any such claim or "suit" arising out of such "abuse or molestation incident" or "related abuse or molestation incidents" was first made, regardless of the number of "claims" subsequently made; and
 - (2) Notice of such "abuse or molestation incident" or "related abuse or molestation incidents" was first provided pursuant to Paragraph G., subparagraph 2. **Duties In The Event Of An Abuse Or Molestation Incident** shown below.
- e. A claim for damages because of an "abuse or molestation incident" or an "abuse or molestation incident" involving multiple, continuous, sporadic, related or repeated acts of "abuse or molestation" will be deemed to have occurred when the first of such "abuse or molestation incident" takes place, regardless of when such acts are actually committed.

2. Exclusions

This insurance does not apply to:

- a. **"Injury" Or "Personal And Advertising Injury"**
- (1) "Bodily injury" not specifically provided for within this endorsement;
 - (2) "Injury" for which insurance is provided by other insurance or which would have been provided but for the exhaustion of limits; or
 - (3) "Personal and advertising injury".
- b. **Contractual Liability**
- For liability assumed by any insured under any oral or written contract or oral or written agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of such oral or written contract or oral or written agreement.
- c. **Criminal, Dishonest, Fraudulent, Intentional, Malicious Or Wrongful Acts**
- "Injury" arising out of a willful or reckless violation of any federal or state regulation, statute or law, or any criminal, dishonest, fraudulent, intentional, malicious or wrongful act, error or omission if committed by, directed by, participated in, or knowingly allowed by the insured. This exclusion applies even if the insured or the person causing the "injury":
- (1) Lacks the mental capacity to control or govern his or her own conduct;
 - (2) Temporarily lacks the capacity to control or govern his or her own conduct;
 - (3) Temporarily is unable to form any intent to cause harm;
 - (4) Subjectively intended the injury or damage for which a claim is made; or
 - (5) Is actually charged with or convicted of a crime.
- d. **Employer's Liability**
- (1) Any claim or "suit" made by or on behalf of:
 - (a) Any "employee" of any insured arising out of and in the course of:
 - i. Employment by any insured; or
 - ii. Performing duties related to the conduct of any insured's business; or
 - (b) Any other person, as a consequence of Paragraph d.(1)(a) above.
 - (2) This exclusion applies whether any insured may:
 - (a) Be liable as an employer or in any other capacity; and
 - (b) Have any obligation to share damages with or repay someone else who must pay damages because of the "injury".
- e. **Employment Related Practices**
- (1) Any claim or "suit":
 - (a) Arising out of any insured's actual or alleged:
 - i. Refusal to employ any person;
 - ii. Termination of any person's employment; or

iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) Asserted by any other person, as a consequence of "injury" to that person at whom any of the employment-related practices described in Paragraph e.(1) above is directed.

(2) This exclusion applies:

(a) Whether the "injury" causing event described in Paragraph e.(1) above occurs before employment, during employment or after employment of that person;

(b) Whether the insured may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

f. Failure To Report

"Injury" arising out of a failure by an insured having knowledge of an act of "abuse or molestation" to comply with any applicable federal, state or local law, ordinance or regulation which requires the reporting of such act.

g. Known History

"Injury" arising out of the use of a "volunteer worker" or the employment of a person who had a history of committing acts of "abuse or molestation" of which an insured had knowledge:

(1) Before or during that person's employment or use as a "volunteer worker"; and

(2) Before that person committed the acts of "abuse or molestation".

h. Penalties Or Fines

(1) Any sum awarded for penalties or fines arising out of any "abuse or molestation incident"; or

(2) Any costs, penalties or fines incidental to or arising from any criminal investigation or prosecution regarding any "abuse or molestation incident".

i. Prior Incidents

"Injury" that results from an "abuse or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.

j. Prior Insurance

"Injury" for which insurance is afforded under any policy with a policy period that began prior to the beginning of the policy period for this insurance.

k. Sexual Harassment

"Injury" arising out of "sexual harassment".

l. Workers Compensation And Similar Laws

Any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

B. SECTION I – COVERAGES is amended as follows:

1. The following is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**:

This insurance does not apply to:

"Bodily injury" caused by any act of "abuse or molestation".

2. The following is added to **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions**:

This insurance does not apply to:

"Personal and advertising injury" caused by any act of "abuse or molestation".

C. SUPPLEMENTARY PAYMENTS

All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B AND ABUSE OR MOLESTATION LIABILITY** of **SECTION I – COVERAGES**.

D. The following is added to SECTION II - WHO IS AN INSURED:

None of the following qualify as an insured for "injury" caused by any "abuse or molestation incident":

1. Any entity or person who participated in, directed or knowingly allowed an "abuse or molestation incident"; however, with respect to any "employee" or "volunteer worker" who participated in, directed or knowingly allowed an "abuse or molestation incident", this subparagraph does not apply to our duty to defend until:

- a. It is determined through an independent fact finding or judicial proceeding that such "employee" or "volunteer worker" actually committed such "abuse or molestation incident"; or
 - b. Such "employee" or "volunteer worker" admits in oral testimony or in writing that he or she actually committed such "abuse or molestation incident".
2. Any entity or person who, after having knowledge of an "abuse or molestation incident", has failed to comply with any applicable federal, state or local laws, rules, ordinances or regulations which require the reporting of such act;
3. Any person or organization that has been added to your policy as an additional insured, or any "employee", leased worker, agent, representative or "volunteer worker" of such person or organization. However, if you have agreed in a written contract or written agreement requiring insurance to include such person or organization as an additional insured on this coverage endorsement, such person or organization is an insured, but only to the extent that the "injury" is caused by an "abuse or molestation incident":
- a. Arising out of your operations;
 - b. Committed after the signing and execution of the written contract or written agreement by you;
 - c. While that part of the written contract or written agreement is in effect; and
 - d. During the policy period.
- However, such additional insured does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization that do not result in a claim for damages because of an "abuse or molestation incident".
4. With respect to the insurance afforded to an additional insured who qualifies as an insured as provided in Paragraph **D.3.** above, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement; or
 - b. Available under the applicable Limits Of Insurance shown in the Schedule shown above; whichever is less.

This Paragraph does not increase the Limits of Insurance described in Paragraph **F.**, **LIMITS OF INSURANCE.**

E. ADDITIONAL EXPENSES - REIMBURSEMENT OF DEFENSE EXPENSES

If the following insureds do not qualify for coverage under Paragraph **A.1. Insuring Agreement of COVERAGE – ABUSE OR MOLESTATION LIABILITY**, then we do not have the duty to defend such insureds. However for:

- 1. Any insured described in **SECTION II – WHO IS AN INSURED**, Paragraph 1.; and
 - 2. Your "employees", or "volunteer workers";
- we shall reimburse the Named Insured for reasonable and necessary defense expenses that the Named Insured incurred for such individuals as described in Paragraphs **E.1.** and **E.2.** above, against any "suit" seeking damages for "injury" caused by an "abuse or molestation incident" if a final, non-appealable adjudication in a judicial proceeding determined that such insured did not commit, direct, participate in, have knowledge of or consent to such "abuse or molestation incident".

However, this **ADDITIONAL EXPENSES - REIMBURSEMENT OF DEFENSE EXPENSES** does not apply to defense expenses the Named Insured may have incurred to defend criminal charges brought against individuals described in Paragraph **E.1.** and **E.2.** above.

Regardless of the number of claimants, "suits" presented, the amount of defense costs submitted for reimbursement, or the number of "injuries" arising out of an "abuse or molestation incident" subject to Paragraph **E.** above, the most we will reimburse the Named Insured for the sum of all reasonable and necessary defense expenses will be \$100,000.

F. For the purposes of the coverage provided by this endorsement other than **ADDITIONAL EXPENSES - REIMBURSEMENT OF DEFENSE EXPENSES as described in Paragraph **E.** above, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:**

- LIMITS OF INSURANCE**
- 1. The Abuse Or Molestation Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Abuse or molestation incidents" or "related abuse or molestation incidents";

- c. Claims made or "suits" brought; or
 - d. Persons or organizations making claims or bringing "suits".
2. The Abuse Or Molestation Aggregate Limit is the most we will pay for the sum of all damages because of or arising in any way out of "abuse or molestation" to which this insurance applies. This limit is in addition to, and not included within, the General Aggregate Limit set forth in Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**.
 3. Subject to the Abuse Or Molestation Aggregate Limit, the Each Abuse Or Molestation Incident Limit is the most we will pay for the sum of all damages sustained in any one "abuse or molestation incident".
 4. All claims or "suits" arising out of the same "abuse or molestation incident" or "related abuse or molestation incidents" of one or more insureds will be considered to be based on a single "abuse or molestation incident" and only one Each Abuse Or Molestation Incident Limit of Insurance as shown in the Schedule above will apply.

The Limits of Insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- G. For the purposes of the coverage provided by this endorsement, the following Paragraphs of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:
 2. **Duties In the Event Of An Abuse Or Molestation Incident, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "abuse or molestation incident" or an offense involving an "abuse or molestation incident" that may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "abuse or molestation incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury" or damage arising out of the "abuse or molestation incident".
 - b. If the "abuse or molestation" claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for "abuse or molestation incidents" or "related abuse or molestation incidents" our obligations are limited as follows:

a. Primary Insurance

- (1) This insurance will be primary, except when Paragraph 4.b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is primary. Then, we will share with all that other insurance by the method described in Paragraph 4.c. below.
- (2) If you specifically agree in a written contract or written agreement that this insurance which is provided to any person or organization as an additional insured under this endorsement, must apply on a primary basis, or on a primary and noncontributory basis, then this insurance is primary and noncontributory as to other insurance that is available to such additional insured which covers that person or organization as a named insured for such loss. But this insurance still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the insured when the insured is an additional insured under any other insurance.
- (2) When this insurance is excess, we will have no duty under **COVERAGE - ABUSE OR MOLESTATION LIABILITY** to defend the insured against any "abuse or molestation incidents" or "related abuse or molestation incidents" if any other insurer has a duty to defend the insured against such "abuse or molestation incident" or "related abuse or molestation incidents". 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.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the "abuse or molestation incidents" or "related abuse or molestation incidents", if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the "abuse or molestation incidents" or "related abuse or molestation incidents" in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining "abuse or molestation incidents" or "related abuse or molestation incidents", 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 schedule above.

c. Method Of Sharing

- (1) If all of 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.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

H. For the purposes of the coverage provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following:

1. "Abuse or molestation" means actual or alleged illegal or offensive contact, misconduct, abuse or molestation of one or more persons arising out of a single, continuous, sporadic or repeated exposure and committed by:
 - a. One person; or
 - b. Two or more persons acting together or in related acts or a series of acts.
 However, "abuse or molestation" does not include acts against a "volunteer worker" over the age of 18 or an "employee" of any insured.
2. "Abuse or molestation incident" means an act or multiple, continuous, sporadic, related or repeated acts of "abuse or molestation" by one person or two or more persons acting together. All acts of "abuse or molestation" by any one person or two or more persons acting together will be deemed as one incident. The "abuse or molestation incident" will be deemed to occur when the first "abuse or molestation incident" takes place regardless of:
 - a. The number of persons injured;
 - b. The time period over which the "injury" took place;
 - c. The number of such acts; or
 - d. Whether each such person participated in each act.
 All "abuse or molestation incidents" by one person, or two or more persons acting together will be considered one "abuse or molestation incident".
3. "Injury" means "bodily injury" including any "injury" or consequential "bodily injury" arising out of:
 - a. Oral, written or electronic publication of material that slanders or libels a person or organization;
 - b. Oral, written or electronic publication of material that violates a person's right of privacy;
 - c. Wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; caused by an "abuse or molestation incident".

For the purposes of this definition "bodily injury" means bodily injury, mental anguish, mental injury,

COMMERCIAL GENERAL LIABILITY

emotional distress, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Related abuse or molestation incident" means all "abuse or molestation incidents" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury or decision.
5. "Sexual harassment" means any illegal or offensive acts or verbal comments of a sexual nature made to:
 - a. Any person over the age of 18 that is legally, mentally or physically competent; or
 - b. Any "employee" of any insured.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 3.** We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D.** The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

ALL SPORTS AND ATHLETIC ACTIVITIES.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person arising out of practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" involved practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION
WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CAMPS OR CAMPGROUNDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any camp or campground by you or on your behalf:

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

If the camp or campground owns or operates an infirmary with facilities for lodging and treatment, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage C – Medical Payments:**

2. Exclusions

We will not pay expenses for "bodily injury" to any camper.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANOES OR ROWBOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" arising out of any canoe or rowboat owned or used by or rented to the insured.
2. **Section II – Who Is An Insured** is amended to include as an insured any person or organization legally responsible for the use of any such canoe or rowboat you own, provided the actual use is with your permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – YOUR RIGHT TO CLAIM AND OCCURRENCE INFORMATION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

Paragraph **10. Your Right To Claim And Occurrence Information of Section IV – Products/Completed Operations Liability Conditions** is replaced by the following:

10. Your Right To Claim And Occurrence Information

a. If we receive a written request from the first Named Insured shown in the Declarations, we will provide the following information relating to this and any preceding products/completed operations claims-made Coverage Part we have issued to you during the previous five years:

- (1) A list or other record of each "occurrence" or claim of which we were notified in accordance with the Section **IV – Duties In The Event Of Occurrence, Claim Or Suit Condition**. We will include the date and brief description of the "occurrence" or claim if that information was in the notice we received.
- (2) A summary by policy year that contains the policy number, the period of coverage, the number of claims, the paid losses on all claims and the date of each loss stated separately, under the Aggregate Limit.

We will provide the above information within 15 days of the written request. We will also notify the agent of record that the above information was provided to the first Named Insured.

b. If we cancel or elect not to renew this Coverage Part, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding products/completed operations claims-made Coverage Part we have issued to you during the previous three years no later than 30 days before the date of policy termination:

- (1) A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a. of the Section IV – Duties In The Event Of Occurrence, Claim Or Suit Condition**. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- (2) A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Discrimination

"Bodily injury" or "property damage" arising out of or alleging "discrimination" against any person or organization.

- B. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

Discrimination

This insurance does not apply to "personal and advertising injury" arising out of or alleging "discrimination" against any person or organization.

- C. This exclusion applies even if a loss, claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, contracting with, training or monitoring of others by that insured.**

- D. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:**

"Discrimination" means unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or any violation of a local, state or federal law or regulation relating to "discrimination".

All other terms and conditions of the policy remain unchanged.