

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*

Life-skills, Empowerment and Development Services (LEADS)

Proposal Name*

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

CHAMPS

EIN*

81-5249931

Incorporation Year*

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

2017

Organizational Mission Statement*

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

To Educate Children, Empower Families, Enable Equitable Communities, and Embrace Diversity

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

RRUJK4VD2GB5

Annual Operating Budget Size*

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

\$1,015,000.00

Amount Requested*

The maximum grant amount is \$199,999.

\$57,733.00

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?

LEADS was incorporated in 2017 and in September of 2019 we opened our Child and Adult Montessori Preschool Services (CHAMPS) program. The free program allowed parents/grandparents to attend with their child(ren) ages 3 months-4 years. The program was attended primarily by grandparents caring for their grandchildren. We did Ages and Stages Developmental and Social Emotional screenings. Due to Covid, we were forced to close in February 2020, just six months after starting the program. July 2019, we received our first federal grant, Teen Pregnancy Prevention (TPP19). The grant was from the HHS Office of Population Affairs, and it allowed us to implement our program entitled Health, Education and Relationship Training Services (HEARTS) in St. Petersburg, Florida. This grant was followed by the TPP20 grant, as well as two Sexual Risk Avoidance Education (SRAE) grants from the Family and Youth Services Bureau (FYSB). Our

current services address the problem of teen pregnancy, HIV/STIs. To date, LEADS has provided a nationally recognized, abstinence and evidence-based curriculum, to over 1200 primarily African American youth ages 11-19 living in Pinellas County and 300 parents. LEADS implements healthy relationships programs in community settings. Youths meet with our professionally trained facilitators in black churches, recreation centers, small African American schools such as Mt. Moriah Fundamental Christian Academy and Academy Prep, as well as at other black youth serving organizations. We provide 12 hours of curriculum over 2 days, along with lunch, T-shirts, snacks, curriculum materials, swag bags, and gift card incentives for participants. We also provide the Effective Black Parenting Program, (EBPP), a parent skill-building program created specifically for parents of African-American children using African American language expressions and African proverbs. LEADS has been strengthening families since 2018. USFSP evaluators oversee the efficacy of our program.

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.

Although LEADS is serving youth to achieve healthy relationships under 3 federal grants, we hope to reopen CHAMPS for Parents/Grandparents and their children. Children and parents/grandparents came to our fully equipped Montessori classroom, and we worked with both adults and children, helping the adults learn to be their child's first teacher. CHAMPS opened in September 2019, and we were forced to close in February 2020 because our mostly grandparent African American participants were at high risk. We eventually had to sell the equipment and furniture at a great loss because all preschools were suffering or closed. CHAMPS had strong community support and participation. According to Florida Grandfacts: 147,893 grandparents report they are responsible for their grandchildren living with them. 35% of these grandparents are African American, 35% of them live in households without the children's parents present and 18% live in poverty. In Pinellas County, about 17,000 children are being brought up by relatives other than their parents, according to the Kinship Services Network of Pinellas County. Many of those we serve are trying to return to the workforce, so even if they live with their children, many cannot afford daycare, and rely on their children's grandparents to watch them during the day. Often grandparents are watching 5+ young children and are unable to give the children the stimulation they need in these early years to help them be successful in school. The early years are the "prime time" for a young developing brain. According to St. Pete NAACP less than a quarter of black children in 2018 were considered proficient readers. More than half were in remedial programs. Overall, black kids in the county continue to lag far behind any other group by every academic measure. With Covid closures that gap has widened. CHAMPS helps children get a jump start on school while increasing caregiver skills and breaking the isolation and frustration common to caregivers.

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.

As of July 14, 2020, over 4,400 Floridians had died due to COVID. Sadly, one of our youngest board members, an African American woman due to deliver her first child, was among this number. She had been a beloved member of the BOD and she led our fund-raising efforts. Our fund-raising came to a halt, and we have not been able to do any significant fund-raising since. One of our founding board members developed long COVID which forced her to resign. Our CEO, who is elderly and high risk, left the state and began to administer remotely reducing our administrative capacity. The number of youth we were able to serve dropped dramatically. We transitioned to virtual classes but youth were pretty much “zoomed out” having to do school classes online so enrollment plummeted. Our first program, prior to our current work with youth and their parents, was our Child/Adult Montessori Preschool Services (CHAMPS) Program. The child and parent/grandparent came to our fully equipped Montessori classroom, and we worked with both adult and child, helping the adult learn to be their child’s first teacher. We had received a small grant from PNC, and a large donation from a private donor giving us the funds to run the FREE program. We planned to add a tuition-based daycare the next year that would support this free program. However, CHAMPS opened in September 2019, and we were forced to close in February 2020 because our mostly grandparent, African American participants were at high risk. We eventually had to sell the equipment and furniture at a great loss because all preschools were suffering or closed, and we were unable to open our daycare in 2021. LEADS has been staggering under the weight of inflationary pressures. Costs for everything have skyrocketed, and particularly for building renovation, which we were hoping to start in 2022. There is a demand for our CHAMPS program, daycare, and youth/parent healthy relationship programs that has not been compensated for through new revenue. We have not been able to reopen CHAMPS, start the daycare, or serve all youth and parents needing services. We have been unable to fund-raise for capital assets and granted funds are restricted. Our quantified losses are 1) \$35,000 loss on CHAMPS 2) Loss of Daycare income @ \$572 per child per CareLulu for 50 kids=\$ 353,200 annually x 2 years=\$686,400. 3) Fund-raising loss for 3 years @ \$20,000 per year=\$60,000. Total Economic Loss due to COVID: 781,400. This does not show up on our bottom line because we were awarded 4 federal grants during this period for our healthy relationships programs. (one finished December, 2021). We still have three substantial grants but their funds are highly restricted.

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?

LEADS and the community we served suffered harm when we were forced to close our CHAMPS program just 6 months after it's opening. We had to sell everything at a significant loss because many preschools and daycare centers were either closed or at greatly reduced capacity. We didn't have the funds to pay for moving and storage of the materials at that time, and in February 2020, no one had any idea how long the pandemic might last. We didn't know if we would ever be able to reopen the program. Now that the virus is less virulent, and there are vaccines and treatments, we know that we can safely reopen CHAMPS as long as we follow CDC guidelines for Early Childhood Education (ECE) Centers as presented on the CDC website. With the funds we hope to receive from this grant, we will purchase the furniture and Montessori materials necessary to provide a quality early learning experience for children ages 3 months-4 years, their parents/grandparents. The CHAMPS program is open to infants, toddlers, as well as preschool age children. The learning environment is set up for these different age ranges with partition between the area. The partitions are low, and see through, so a mother can nurse a baby in one area, and still watch their toddler playing in another area. In addition of supporting grandparents caring for grandchildren, CHAMPS allows young mothers an opportunity to get out of the house and talk to experienced parents, and educators. It will reduce isolation and frustration that can lead to child abuse. Research shows that the highest rate of child abuse is in babies less than one year of age, and 25 percent of victims are younger than age three. CHAMPS is a FREE program, and it is our plan to create a small, tuition-based daycare center in addition to CHAMPS, after the CHAMPS program has been in operation for two years and we have established an ECE network and returned to our fund-raising efforts. Funds from the tuition-based daycare will allow us the funds to continue CHAMPS and to replace Montessori materials as may become necessary. Generally, we can expect the materials to last a minimum of 5 years and the furniture will last at least 20 years. This will address the negative economic harm we encountered by allowing us to become an even stronger presence in the community, therefore positioning us to better fund-raise and to eventually start a tuition-based daycare that will earn the agency unrestricted funds while aligning with our mission.

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?

Our mission is to Educate Children, Empower Families, Ensure Equitable Communities, and Embrace Diversity. LEADS is an agency with 98% Black American Staff and 67% Black American Board of Directors.

While we serve all those who wish to avail themselves of our services, over 95% of our participants are Black Americans. This is primarily because we hire and recruit from communities of color who are most in need of our services. According to the National Institute of Health: Approximately 97.9 out of every 100,000 African Americans have died from COVID-19, a mortality rate that is a third higher than that for Latinos (64.7 per 100,000), and more than double than that for whites (46.6 per 100,000) and Asians (40.4 per 100,000). Our CHAMPS program will help support grandparents who are watching grandchildren so that their adult children (parents of the grandchildren) can return to work. Many parents still cannot afford daycare, and rely on their baby's grandparents to provide care during the day. It will help younger black parents to return to the workforce and earn the money necessary to support their families; it will give children a jump start on learning by allowing them to thrive in a rich educational environment and helping their parents/grandparents learn to be their first teachers. By providing young mothers an opportunity to get out of the house and talk with other mothers and educators, it will reduce the isolation and frustration that sometimes accompanies the arrival of a new baby, particularly for a single parent, and can lead to child abuse or neglect. We are hopeful of receiving a large ARPA grant that will allow us to set up the CHAMPS program at our facility. However, if it is not funded, we will set up the program at a leased space in a black church. The space where we originally conducted the program may still be available.

Number Served*

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

115

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.

Enter an Address, city, state or tract Florida Pinellas

Map Options : Clear | Reset | Full Screen

QCT Legend: — Tract Outline ■ LIHTC Project 2022 Qualified Census Tracts

SADDA Legend: — FMR Boundary 2022 Small DDA Non Metro DDA

Hide the overview

The 2022 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2022. The 2022 designations use data from the 2010 Decennial designation methodology is explained in the federal Register notice published September 9, 2021

Map Options
10 Current Zoom Level
 Show Difficult Development Areas (Zoom 7+)
 Color QCT Qualified Tracts (Zoom 7+) ←
 Show Tracts Outline (Zoom 11+)
 Show FMR Outlines (Zoom 4+)
 Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Select Year
 2022
 2021

Map Satellite

Bayonet Point
Jasmine Estates
Port Richey
New Port Richey
Holiday
Odessa
Land O' Lakes
Tarpon Springs
Citrus Park
Lutz
Palm Harbor
Oldsmar
Town 'N' Country
Dunedin
Clearwater
Seminole
Pinellas Park
St. Petersburg
St Pete Beach
Tierra Verde
Apollo Beach
Ruskin

Google
Keyboard shortcuts Map data ©2022 Google, INEGI Terms of Use

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/>

535 Central Ave. Suite 409 St. 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).

Our original CHAMPS program was conducted in rented space at Mt. Zion Missionary Baptist Church located at 955 20th St S, St. Petersburg, FL 33712 in a QCT. However, if we receive the Large Capital Grant for which we have applied, we will conduct the program in our renovated leased site at 1501 16th St. S in St. Petersburg, FL 33705, which is also in a QCT. It is at the intersection of 15th Ave and 16th St S. The majority of our parents/grandparents and children will be coming from this Child Park, Jordan Park S. St. Petersburg area and would attend Melrose Elementary where both Reading and Math scores are ranked "Well Below Expectations."

QCT Determination - Purchase*

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

Yes

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.

Our active network of partners and community stakeholders with whom we collaborate to offer coordinated, multimodal, youth-friendly and trauma-informed services were identified through meetings with local

churches, black schools and youth-serving agencies in Pinellas County. We have 15 MOUs with local community agencies. Examples include: Union Baptist Church, Mt. Moriah Fundamental Christian Church and Academy, Mt. Zion Missionary Baptist Church, Bethel Community Baptist Church, Academy Prep, We Support Youth, and the Next Stepp Pregnancy Center. We have also worked with the Urban League of St. Petersburg, as well as Job Corp. We leased space from Mt. Zion Missionary Baptist Church to offer our CHAMPS Program. We also partner with black philanthropic fraternities and sororities in St. Petersburg, as well as black dance troupes. Our staff participated in the Great American Teach In visiting three Pinellas schools. We also partnered with the Gibbs High School Drama Club, prior to COVID, to present our Cotton Club Fund-raiser. LEADS attends community events such as the Collards Festival in St. Petersburg, and we worked with the predominately African American community of Ridgecrest to help staff their Halloween Alternative Night. We brought the Buffalo Soldiers to the Ridgecrest YMCA to help celebrate Juneteenth, and we sponsored the Maya Angela Poetry Contest for Ridgecrest Elementary School. LEADS belongs to Friends of Ridgecrest and the Chamber of Commerce. We also partnered with the R' Club of St. Petersburg, doing staff development for their HIPPIY Program, and joining with them to host a Healthy Nutrition Workshop for their parents and children.

Each year we host a Dialogue Dissemination Community Celebration. The community-at-large, parents, youth, partners and interested community members are invited to a celebration at which we provide information about our programs, what we accomplished during the year, successes, challenges, and lessons learned. However, this isn't a one-way flow of information as we collect feedback and input from those in attendance to inform our Continued Quality Improvement plan. Additionally, we conduct community focus groups with youth and parents to gather additional community input relative to our services.

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

Neurodiverse/physically disabled

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

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.

LEADS ARPA Small Purchases 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.

We can only upload one vendor for classroom furniture because Community Playthings is the only vendor that has the see-through room dividers we need to separate the infants from the toddlers and young preschool aged children. As previously stated, this allows a parent to be with a child in one section of the classroom and still observe their child in a different section. Also, we want the furniture to last for at least 10

years. In my 30+ working with preschool furniture suppliers, this company has the best quality furniture. It will last over time. Also, we have one bid for the Montessori materials. While there are other companies that sell Montessori materials, they do not have all of the materials grouped into classroom packages as does Alison Montessori. Because CHAMPS served children as young as 3 months, but also as old as 4 years, we need materials for infant/toddlers as well as for older toddlers/preschoolers. Purchasing by classroom package is less expensive than purchasing all of the individual items. Montessori Outlet has a classroom package for preschool, but not for infant/toddler which is why we are only submitting a bid from Alison Montessori.

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.

Budget-Template-Small-Capital-Purchases (2).xlsx

We have a donor who is willing to give us \$5,000 if we are funded. This will be used for such needed classroom items such as tumbling mats, rugs, pictures, books, baby dolls, art supplies and office supplies etc. that are not included in this proposal. We don't have any cash match for the classroom furniture or Montessori materials.

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 have no other funding sources for this purchase.

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.

This project will increase ongoing operational costs as we will be paying for staff. However, staff are part-time at 18 hours per week. We believe that our increased ability to fund-raise once people see the program in action, will provide the funds we need for staff salaries. We already have insurance. Parents bring their own diapers and snacks. Also, the original donor has agree to donate an additional \$20,000 to the program should it reopen.

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.

LEADS Operating Budget.xlsx

Board of Directors List*

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

Board-of-Directors-List.pdf

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.

LEADS 990 for 2020.pdf

Attached is our 2020 990. Our 2021 will not be completed until November 2022. We do not have a recent audit because our revenue has not warranted one.

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.

Financial Statement PE 06 30 2022 Unaudited.pdf

We do not have a recent audit because our revenue has not warranted one.

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.

22-23 GL Policy.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.

CHAMPS.pdf

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

- LEADS ARPA Small Purchases Bids.pdf
- Budget-Template-Small-Capital-Purchases (2).xlsx
- LEADS Operating Budget.xlsx
- Board-of-Directors-List.pdf
- LEADS 990 for 2020.pdf
- Financial Statement PE 06 30 2022 Unaudited.pdf
- 22-23 GL Policy.pdf
- CHAMPS.pdf

LEADS BIDS for Child/Adult Montessori Preschool Program (CHAMPS)

Attached are bids for establishing a CHAMPS classroom to serve children 3 months-4 years. I am including a screenshot of a potential classroom set up. An adult/child classroom, working with diverse age groups requires a specific set-up and I thought this visual might be helpful.

The bids are for infant/toddler furniture, as well as for toddler/preschool furniture which is why there are two bids from Community Playthings. There is one bid from Alison Montessori, but it covers both infant/toddler materials, and toddler/preschool materials.

As stated in the application, we can only upload one vendor for classroom furniture because Community Playthings is the only vendor that has the see-through room dividers we need to separate the infants from the toddlers and young preschool aged children. As previously stated, this allows a parent to be with a child in one section of the classroom and still observe their child in a different section. Also, we want the furniture to last for at least 10 years. In my 30+ working with preschool furniture suppliers, this company has the best quality furniture. It will last over time. Also, we have one bid for the Montessori materials. While there are other companies that sell Montessori materials, they do not have all of the materials grouped into classroom packages as does Alison Montessori. Because CHAMPS served children as young as 3 months, but also as old as 4 years, we need materials for infant/toddlers as well as for older toddlers/preschoolers. Purchasing by classroom package is less expensive than purchasing all of the individual items. Montessori Outlet has a classroom package for preschool, but not for infant/toddler which is why we are only submitting a bid from Alison Montessori.





www.alisonsmontessori.com

91B McKee Drive
 Mahwah, NJ 07430
 Toll Free: 877-566-1855
 Tel: 201-831-0006
 Fax: 201-831-0008
 E-mail: orders@alisonsmontessori.com

QUOTE

Date: 09/08/2022
Order#: 111557

Bill To: (Customer ID#59550)

Life-Skills Empowerment and
 Development Services - LEADS
 Accounts Payable
 535 Central Ave Suite 409
 St. Petersburg, FL 33701
 United States
 808-218-5396
 leadsfloridaorg@gmail.com

Ship To:

Life-Skills Empowerment and
 Development Services - LEADS
 Vicki Draeger
 535 Central Ave Suite 409
 St. Petersburg, FL 33701
 United States
 808-218-5396

Payment Method:

Quote

Shipping Method:

Shipping Charges via Freight Truck

Code	Description	Qty	Price	Total
CR14	Toddler (18 - 36 Months) Package	1	\$2,059.30	\$2,059.30
^ AMS1060	Four Shelf Book Display	1	\$0.00	\$0.00
^ F177	Hand Washing Table, Small: Premium Quality	1	\$0.00	\$0.00
^ FA24	Rabbit Hutch	1	\$0.00	\$0.00
^ i03	Toddler Knobbed Cylinders (Set of Four)	1	\$0.00	\$0.00
^ i18	Infant Imbucare Boxes (Set of 4)	1	\$0.00	\$0.00
^ i34	Toddler Velcro Dressing Frame	1	\$0.00	\$0.00
^ i35	Toddler Snapping Dressing Frame	1	\$0.00	\$0.00
^ i36	Toddler Button Dressing Frame	1	\$0.00	\$0.00
^ i563	Geo Shape Lacing	1	\$0.00	\$0.00
^ i648	Leaf Rake	1	\$0.00	\$0.00
^ i649	Garden Rake	1	\$0.00	\$0.00
^ i650	Nesting Stacking Cups	1	\$0.00	\$0.00
^ i651	Shovel	1	\$0.00	\$0.00
^ i75	Rings on a Vertical Dowel	1	\$0.00	\$0.00
^ i76	Ring on a Horizontal Arch	1	\$0.00	\$0.00
^ i883	Toddler Vegetable Basket	1	\$0.00	\$0.00
^ i884	Toddler Fruit Basket	1	\$0.00	\$0.00
^ L38.A	Montessori Farm Animals without Farm	1	\$0.00	\$0.00
^ L432	Language Classification Cards (Printed)	1	\$0.00	\$0.00

^ L435	Picture to Silhouette Matching (Printed)	1	\$0.00	\$0.00
^ L437	Picture to Outline Matching (Printed)	1	\$0.00	\$0.00
^ L440	Color Matching Labels (Printed)	1	\$0.00	\$0.00
^ L453	I Spy with Symbols (Printed, Laminated and Cut)	1	\$0.00	\$0.00
^ L454	Object to Object Matching	1	\$0.00	\$0.00
^ L455	Object to Picture Matching (Printed, Laminated and Cut)	1	\$0.00	\$0.00
^ L49	Farm Game Labels (Printed)	1	\$0.00	\$0.00
^ L63	Noun Cards Complete Set (Printed)	1	\$0.00	\$0.00
^ M398	Super Sorting Pie	1	\$0.00	\$0.00
^ MR3-T	Table Work Rug (Natural)	1	\$0.00	\$0.00
^ P106	Funnel Pouring Activity	1	\$0.00	\$0.00
^ P111	Water Pouring Activity Set	1	\$0.00	\$0.00
^ P139	Grains Pouring Activity Set	1	\$0.00	\$0.00
^ P177	Sand Pouring Activity	1	\$0.00	\$0.00
^ P185	Orange Squeezing Activity	1	\$0.00	\$0.00
^ P187	Spooning Exercise	1	\$0.00	\$0.00
^ P210	Pretend & Play® Teaching Telephone®	1	\$0.00	\$0.00
^ P264	Let's Play House! Spray, Squirt & Squeegee Play Set	1	\$0.00	\$0.00
^ P265	Laundry Basket Play Set	1	\$0.00	\$0.00
^ P270	Let's Play House! Stir & Serve Cooking Utensils	1	\$0.00	\$0.00
^ P46	Hex Bolt Board (Set)	1	\$0.00	\$0.00
^ P74	Pitcher to Pitcher Pouring Activity	1	\$0.00	\$0.00
^ P77	Bottles and Caps	1	\$0.00	\$0.00
^ P83	Clothespins 24 Pieces	1	\$0.00	\$0.00
^ PF13	Sand Tray (Premium Quality)	1	\$0.00	\$0.00
^ PL28	The Farm (Premium Quality)	1	\$0.00	\$0.00
^ PL579	Pre-Writing Linear Patterns Board	1	\$0.00	\$0.00
^ PL580	Pre-Writing Closed Shapes Board	1	\$0.00	\$0.00
^ PS08	Rough and Smooth Boards (Premium Quality)	1	\$0.00	\$0.00
^ S23	Mystery Stereognostic Bag	1	\$0.00	\$0.00
^ S65	Natural Geometric Solids	1	\$0.00	\$0.00
CR09.PQ	"Learning to Stand" Package (Premium Quality)	1	\$4,445.99	\$4,445.99
^ BK39	Sensorial Ideas: Innovative Enrichment Activities for the	1	\$0.00	\$0.00

Montessori Sensorial Area				
^ E24	Motorized Solar System	1	\$0.00	\$0.00
^ L39	Montessori Pink Language Series (Printed)	1	\$0.00	\$0.00
^ M29	Large Fraction Skittles (1/1 - 1/4)	1	\$0.00	\$0.00
^ P46	Hex Bolt Board (Set)	1	\$0.00	\$0.00
^ PB08	Parts of a Leaf Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB09	Parts of a Tree Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB10	Parts of a Flower Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB11	Parts of a Horse Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB12	Parts of a Fish Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB13	Parts of a Bird Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB14	Parts of a Frog Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB15	Parts of a Tortoise Puzzle (Premium Quality)	1	\$0.00	\$0.00
^ PB17	Cabinet for Botany Puzzles (Premium Quality)	1	\$0.00	\$0.00
^ PB18	Cabinet for Zoology Puzzles (Premium Quality)	1	\$0.00	\$0.00
^ PG02	Puzzle Map of the World (Premium Quality)	1	\$0.00	\$0.00
^ PG03	Puzzle Map of Asia (Premium Quality)	1	\$0.00	\$0.00
^ PG05	Puzzle Map of North America (Premium Quality)	1	\$0.00	\$0.00
^ PG06	Puzzle Map of South America (Premium Quality)	1	\$0.00	\$0.00
^ PG09	Puzzle Map of USA (Premium Quality)	1	\$0.00	\$0.00
^ PG16	Globe of the World (Premium Quality)	1	\$0.00	\$0.00
^ PG32	Land and Water Form Cards	1	\$0.00	\$0.00
^ PL01	Lowercase Sandpaper Letters: Print (Premium Quality)	1	\$0.00	\$0.00
^ PL04	Uppercase Sandpaper Letters: Print (Premium Quality)	1	\$0.00	\$0.00
^ PL06.B	Small Movable Alphabets: Red with Blue Vowels - Print (Premium Quality)	1	\$0.00	\$0.00
^ PL09	Large Movable Alphabets: Print (Premium Quality)	1	\$0.00	\$0.00
^ PL12.i	Metal Insets (Premium Quality)	1	\$0.00	\$0.00

^ PL12.S	Stands for Metal Insets (Premium Quality)	1	\$0.00	\$0.00
^ PL14	Small Paper Box (Premium Quality)	1	\$0.00	\$0.00
^ PL15	Holder For 3 Pencils	1	\$0.00	\$0.00
^ PM05	Blue and Red Number Rods (Premium Quality)	1	\$0.00	\$0.00
^ PM07	Sandpaper Numbers (Premium Quality)	1	\$0.00	\$0.00
^ PM08.1	Teen Boards (Premium Quality)	1	\$0.00	\$0.00
^ PM08.2	Tens Boards (Premium Quality)	1	\$0.00	\$0.00
^ PM09	Spindle Boxes with 45 Spindles (Premium Quality)	1	\$0.00	\$0.00
^ PM10	Addition Strip Board (Premium Quality)	1	\$0.00	\$0.00
^ PM11	Subtraction Strip Board (Premium Quality)	1	\$0.00	\$0.00
^ PM12	Multiplication Board (Premium Quality)	1	\$0.00	\$0.00
^ PM13	Division Board (Premium Quality)	1	\$0.00	\$0.00
^ PM21	Nine Wooden Thousand Cubes (Premium Quality)	1	\$0.00	\$0.00
^ PM22	45 Wooden Hundred Squares (Premium Quality)	1	\$0.00	\$0.00
^ PM40.A	Large Wooden Number Cards (1-9000) (Premium Quality)	1	\$0.00	\$0.00
^ PM41	Cut-Out Numerals and Counters (Premium Quality)	1	\$0.00	\$0.00
^ PM46	Stamp Game (Premium Quality)	1	\$0.00	\$0.00
^ PM53	Hundred Board (Premium Quality)	1	\$0.00	\$0.00
^ PP01	Snapping Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PP02	Large Button Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PP04	Bow Tying Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PP06	Buckling Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PP08	Zipper Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PP11	Velcro Dressing Frame/ Magic Tape Dressing Frame (Premium Quality)	1	\$0.00	\$0.00
^ PS01	Knobbed Cylinder Blocks (Premium Quality)	1	\$0.00	\$0.00
^ PS02	Pink Tower (Premium Quality)	1	\$0.00	\$0.00
^ PS02.C	Stand for the Pink Tower (Premium Quality)	1	\$0.00	\$0.00
^ PS03	Broad/Brown Stairs (Premium Quality)	1	\$0.00	\$0.00

^ PS05	Knobless Cylinders (Premium Quality)	1	\$0.00	\$0.00
^ PS08	Rough and Smooth Boards (Premium Quality)	1	\$0.00	\$0.00
^ PS09	Color Box 1 (Premium Quality)	1	\$0.00	\$0.00
^ PS10	Color Box 2 (Premium Quality)	1	\$0.00	\$0.00
^ PS11	Color Box 3 (Premium Quality)	1	\$0.00	\$0.00
^ PS14	Sound Cylinders (Premium Quality)	1	\$0.00	\$0.00
^ PS15	Geometric Solids with Bases & Planes (Premium Quality)	1	\$0.00	\$0.00
^ PS16.A	Thermic Tablets (Premium Quality)	1	\$0.00	\$0.00
^ PS19	Demonstration Tray (Premium Quality)	1	\$0.00	\$0.00
^ SC46	True to Life Human X-Rays	1	\$0.00	\$0.00
CR15	Infant (0-18 Months) Package	1	\$777.59	\$777.59
^ i04	Infant Knobbed Cylinders	1	\$0.00	\$0.00
^ i05	Circle Sorter	1	\$0.00	\$0.00
^ i12	Three Piece Circle Puzzle	1	\$0.00	\$0.00
^ i13	Three Shape Puzzle	1	\$0.00	\$0.00
^ i14	Box with Knitted Ball	1	\$0.00	\$0.00
^ i143	Baby's First Blocks	1	\$0.00	\$0.00
^ i204	Rattling Figure Speedy Horse	1	\$0.00	\$0.00
^ i269	Power Stretch	1	\$0.00	\$0.00
^ i376	Activity Blocks	1	\$0.00	\$0.00
^ i38	Ball Game	1	\$0.00	\$0.00
^ i422	Sensory Ball	1	\$0.00	\$0.00
^ i46	Amazing Tracker	1	\$0.00	\$0.00
^ i476	Kai Beetle	1	\$0.00	\$0.00
^ i594	Cooking Utensils	1	\$0.00	\$0.00
^ i607	Pull-along Snail	1	\$0.00	\$0.00
^ i616	Ring Rattle	1	\$0.00	\$0.00
^ i620	Play Gym	1	\$0.00	\$0.00
^ i638	On the Farm Stacking Cubes	1	\$0.00	\$0.00
^ i650	Nesting Stacking Cups	1	\$0.00	\$0.00
^ i673	Wimmer-Ferguson Infant Stim-Mobile	1	\$0.00	\$0.00
^ i677	Wimmer-Ferguson Sights & Sounds Travel Toy	1	\$0.00	\$0.00
^ i679	Wimmer Ferguson Mind-Shapes	1	\$0.00	\$0.00
^ i682	Wimmer-Ferguson See & Say Book	1	\$0.00	\$0.00
^ i73	Sorting Box	1	\$0.00	\$0.00

^ j99	Stand Up Mirror	1	\$0.00	\$0.00
^ L455	Object to Picture Matching (Printed, Laminated and Cut)	1	\$0.00	\$0.00
^ S118	Infant Knobbed Cylinders Set 1	1	\$0.00	\$0.00
^ S187	Nesting Cylinders	1	\$0.00	\$0.00

Subtotal: \$7,282.88

Tax: \$0.00

Shipping & Handling: \$650.00

Grand Total: \$7,932.88

Customer no: 2090230

Sold to:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487

Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22707
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: PreToddler A

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
3	A259	Toddler Cubby 4 w/ Totes or Baskets Clear Deep Totes	y	785.00	2,355.00
1	A270	Roomscapes Adapter Kit	y	55.00	55.00
1	A625	Small Sand & Water Center Small Clear Pan	y	565.00	565.00
2	A841	Classroom Half Circle Table 76 Adjustable Leg for Table, Medium, 4pack	y	535.00	1,070.00
1	B405	Half Nursery Set Mini Hollow	y	435.00	435.00
1	C900	Toddler Kitchen	y	845.00	845.00
1	C960	Starter Riser Kit	y	510.00	510.00
1	C980	Corner Riser Kit	y	520.00	520.00
1	F381	Toddler Book Display	y	245.00	245.00
1	F481	Narrow Gate	y	410.00	410.00
1	F482	Roomscapes Gateway	y	450.00	450.00
1	F615	Translucent Back Shelf 3' x 16"	y	335.00	335.00
1	F625	Translucent Back Sweep Shelf 24"	y	380.00	380.00
1	F628	Translucent Back Inside Sweep Shelf 24"	y	400.00	400.00
1	F663	Translucent Back Shelf 3' x 24"	y	430.00	430.00
1	F714	Bulletin Panel 24" x 32"	y	121.00	121.00
1	F722	Clear Panel 36" x 24"	y	133.00	133.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487
Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22707
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: PreToddler A

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
1	F748	Adjustable Panel 32"	y	205.00	205.00
1	F751	Filler	y	5.00	5.00
4	F753	Roomscapes Post 24"	y	26.00	104.00
7	F754	Roomscapes Post 32"	y	29.00	203.00
1	F755	Roomscapes Post 40"	y	38.00	38.00
3	F758	Adapter, Wall, 32"	y	35.00	105.00
1	F770	Small Browser Box	y	210.00	210.00
1	F778	Browser Box	y	280.00	280.00
2	F905	Radius Panel 32"	y	240.00	480.00
1	F963	My Cove 24"	y	1,185.00	1,185.00
1	G239	Changing Table Divider	y	380.00	380.00
1	G270	Changing Table with Steps	y	1,825.00	1,825.00
1	G750	Nursery Gym 5 Red Tunnel	y	2,560.00	2,560.00
1	H575	Craft Shelf 3 w/ totes or baskets Clear Deep Totes	y	395.00	395.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:
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535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487

Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22707
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: PreToddler A

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
1	H831	Bulletin Board 16" x 48"	y	185.00	185.00
1	H832	Bulletin Board 32" x 48"	y	250.00	250.00
1	H870	MyPlace	y	1,025.00	1,025.00
6	J208	Childshape Chair 8"	y	95.00	570.00
2	J432	Teacher Chair, 12"	y	208.00	416.00
1	J650	Child's Sofa, Tan	y	505.00	505.00
6	J806	Mealtime Chair 6"	y	113.00	678.00
1	J901	Community Glider, Tan	y	740.00	740.00
12	M161	Mini Cot	y	80.00	960.00
1	M175	Cot Cart 15	y	405.00	405.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487

Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22707
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: PreToddler A

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
Subtotal:					22,968.00
Freight:					0.00
Sales tax:					1,607.76
Total:					24,575.76
Paid:					0.00
Quote total: \$					24,575.76

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487

Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22722
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: Toddler C

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
2	A264	Compact Preschool Cubby 6 w/ Compact Totes/Basket A292 Compact Tote	y	1,010.00	2,020.00
1	A625	Small Sand & Water Center Small Clear Pan	y	565.00	565.00
2	A811	Classroom Activity Table 30"x48" Adjustable Leg for Table, Medium, 4pack	y	285.00	570.00
1	C222	Square Woodcrest Table 16" and Two Chairs 8"	y	410.00	410.00
1	C900	Toddler Kitchen	y	845.00	845.00
1	C906	Village Corner	y	163.00	163.00
1	C913	Riser Rectangle	y	171.00	171.00
2	C916	Riser Quarter Circle	y	154.00	308.00
1	C980	Corner Riser Kit	y	520.00	520.00
1	F631	Adjustable Shelf 3' x 24"	y	415.00	415.00
1	F643	Fixed Shelf 4' x 24"	y	525.00	525.00
1	F673	Corner Shelf 24"	y	220.00	220.00
1	F682	Tote Shelf 3' x 24" Clear Deep Totes	y	540.00	540.00
1	F711	Bulletin Panel 24" x 24"	y	104.00	104.00
2	F751	Filler	y	5.00	10.00
6	F753	Roomscapes Post 24"	y	26.00	156.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487
Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22722
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: Toddler C

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
1	F770	Small Browser Box	y	210.00	210.00
1	F844	Mirror Cover for Shelf or Panel	y	127.00	127.00
1	F953	Listening Cube	y	885.00	885.00
1	G236	Diaper Hamper	y	745.00	745.00
1	G237	Changing Table Storage	y	460.00	460.00
1	G238	Accessory Shelf	y	355.00	355.00
1	G239	Changing Table Divider	y	380.00	380.00
1	G270	Changing Table with Steps	y	1,825.00	1,825.00
1	G28	Wall-mounted Shelf	y	475.00	475.00
1	G461	Quarter School Set Unit Blocks	y	670.00	670.00
1	H558	Help Yourself Trolley w/ totes or baskets Clear Deep Totes	y	725.00	725.00
1	H569	Toddler Peg Tree	y	134.00	134.00
1	H575	Craft Shelf 3 w/ totes or baskets Clear Deep Totes	y	395.00	395.00
1	H831	Bulletin Board 16" x 48"	y	185.00	185.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487
Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22722
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:
CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: Toddler C

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
1	H832	Bulletin Board 32" x 48"	y	250.00	250.00
1	H870	MyPlace	y	1,025.00	1,025.00
1	J22	We-Do-It Bench	y	103.00	103.00
2	J432	Teacher Chair, 12"	y	208.00	416.00
1	J650	Child's Sofa, Tan	y	505.00	505.00
12	J710	Woodcrest Chair 10"	y	98.00	1,176.00
1	L210	Model 1 Starter Kit Neutral Connectors for L210	y	3,020.00	3,020.00
13	M162	Full-Size Cot	y	89.00	1,157.00
1	M172	Full-Size Cot Dolly	y	109.00	109.00
1	T70	Set of Five Small Trucks	y	305.00	305.00
1	V43	Rocking Boat	y	395.00	395.00

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

Customer no: 2090230

Sold to:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701



Community Products LLC
PO Box 2
Ulster Park, NY 12487

Federal Tax ID# 14-1803009
CAGE code: 1M4E6
DUNS: 01-644-8412

Quote #: 22722
Quote date: 09/08/2022
Printed on: 09/08/2022
Terms of Sale: FOB Destination
Payment Terms: Prepay

Ultimate destination:

CHAMPS
535 Central Ave
Saint Petersburg FL 33701

Customer PO number: Toddler C

Qty ordered	Item no.	Description	Tax	Unit price	Extended price
-------------	----------	-------------	-----	------------	----------------

Subtotal:	23,574.00
Freight:	0.00
Sales tax:	1,650.18
Total:	25,224.18
Paid:	0.00
Quote total: \$	25,224.18

Customer Service
Phone: 800-777-4244
Fax: 800-336-5948

Quote

This quote good until 12/08/2022

ARPA Nonprofit Capital Project Fund – Small Purchases Budget

Organization Name:

Proposal Name:

A	B	C	D	E	F	G	H
Line Item	Item (Description)	Price Per Item	Quantity of Item	Purchase Total	ARPA Grant Funds Requested	Applicant Match	Funding Total
1	Montessori classroom pkg	\$ 7,932.88	1	\$ 7,933	\$ 7,933	\$ -	\$ 7,933
2	Pre Toddler A Furniture pkg	\$ 24,575.76	1	\$ 24,576	\$ 24,576	\$ -	\$ 24,576
3	Toddler C Furniture pkg	\$ 25,224.18	1	\$ 25,224	\$ 25,224	\$ -	\$ 25,224
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
	TOTAL		3	\$ 57,733	\$ 57,733	\$ -	\$ 57,733

THE "PURCHASE TOTAL" AND "FUNDING TOTAL" COLUMN SHOULD BE EQUAL
 Columns E, H, and the "TOTAL" row are locked and cannot be edited

Key

Item (Description)	<i>Brief name/description of the purchase requested</i>
Price per item	<i>The individual price of one unit of the proposed purchase</i>
Quantity of Item	<i>The number of units of the proposed purchase you are requested</i>
Purchase Total	<i>Total purchase cost of the proposed line item (quantity multiplied by price)</i>
ARPA Grant Funds Requested	<i>The amount of ARPA funding requested for this line item</i>
Applicant Match	<i>The amount (if any) that you, the applicant, are contributing towards the purchase of the line item</i>
Funding Total	<i>Total funding for proposed line item (ARPA grant request plus applicant match)</i>

**LEADS-Life-Skills, Empowerment
Approved Operating Budget
January-December**

Revenue

4000 Fundraising & Donation Income

4001 LEADS Grant Income

4050 Employee Youth Referral.

Grant Revenue

4100 HEARTS (OPA) Government Grant

4200 FRIEND (SRAE) Government Grant

4300 HEARTS-M (OPA) Government Grant

4400 HEARTS-H (SRAE) Government Grant

Total Grant Revenue

Services

Total Revenue

Gross Profit

Expenditures

6070 Miscellaneous Expenses - LEADS

6200 Payroll & Contractual

6201 Payroll Salaries

6075 FL Dept. of Rev - RT-6 payments

6076 RT-6 Penalty

6210 Personnel Salaries

6077 RT-6 Interest

Total 6210 Personnel Salaries

6211 Employee Taxes

6212 Employer Taxes

6213 Garnishment

6214 Health Insurance

6215 Payroll Expenses

6217 Workers Compensation Insurance

6218 Background Screening

Total 6201 Payroll Salaries

6220 Payroll Processing Fees

6230 Contracted Services

6351 Contractual

6352 Accounting Review/Audit

6353 IT Consultant

Total 6230 Contracted Services

Total 6200 Payroll & Contractual

6380 Insurance

6382 Liability Insurance

Total 6380 Insurance

6580 Travel

6582 Travel for Officers

6583 Travel & Lodging to visit 4 Counties

6584 Automobile Rental

6588 Two (2) Staff Development Days

Total 6580 Travel

6700 Occupancy Costs

6702 Telephone/Internet

6703 Rent, Parking & Utilities

Total 6700 Occupancy Costs

6900 Development

6902 Marketing

6904 Grant Writing

Total 6900 Development

7000 Training

7001 Dibble Institute Training

Total 7000 Training

8400 Program Implementation

6605 Speaker/Host

8401 Gift Cards

8402 Partner Youth Referral

8406 Seminar Materials(Leaders/Parents Guides)

8409 Food

8410 Next Stepp Recruitment

8456 Employee Youth Referral

8475 Next Stepp Personnel

8487 2 Day Staff-Parenting Development Days

8488 Venue Rental

Total 8400 Program Implementation

9000 Supplies

9050 LEADS Office Supplies

9401 Office Supplies

9402 Postage

9406 LapTops and Cases

Total 9401 Office Supplies

9500 Program Supplies

6540 Colors Personality Sorters

9520 Art Supplies

9530 Amazon Gift Cards @ \$25

9535 Gift Cards

9540 Camp Swag Supplies

9550 Love Notes Participant Workbooks

9560 Love Notes SRA EBP Manuals

Total 9500 Program Supplies

Total 9000 Supplies

Purchases

Total Expenditures

Net Operating Revenue

Other Revenue

Management and Development Services, Inc.
Operating Budget
September 2022

Total
2,875
9,500
3,000
326,777
265,033
316,166
41,715
949,690
52,769
1,017,834
1,017,834
200
312
1,564
225
532,089
280
532,368
12,027
5,779
223
135
48,884
1,144
60
602,407
16,614
121
10,080
10,460
20,661
639,994
1,691
1,702
3,393
356

412
2,112
109
15,518

18,507

209
16,193

16,402

1,400
5,297
2,000

8,697

7,455
8,275

15,730

1,500
4,125
5,025
2,191
12,095
63,975
26,775
3,000
7,180
2,271

128,136

7,121
5,125
37,889
739
481

39,109

127
4,856
3,750
72,168
11,142
24,092
19,282

135,418

186,773

3

1,017,834

0.00

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

December 31, 2020

Prepared For:

LIFE-SKILLS EMPOWERMENT AND DEVELOPMENT
SERVICES, INC.
535 CENTRAL AVENUE No. 409
ST. PETERSBURG, FL 33701

Prepared By:

Carr, Riggs & Ingram, LLC
600 Cleveland Street, Suite 1000
Clearwater, FL 33755

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office using our secure file transfer website – <https://cricpa.sharefile.com/share/filedrop> . We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by November 15, 2021

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-0047

For calendar year 2020, or fiscal year beginning _____, 2020, and ending _____, 20____

2020

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.

Name of exempt organization or person subject to tax

LIFE-SKILLS EMPOWERMENT AND DEVELOPMENT SERVICES, INC.

Taxpayer identification number

81-5249931

Name and title of officer or person subject to tax

**VICKI DRAEGER
CEO**

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>406,722.</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 CARR, RIGGS & INGRAM, LLC to enter my PIN 07716
ERO firm name Enter five numbers, but do not enter all zeros

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 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 *Vicki Draeger* Date 11/09/2021

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.

61989636331

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 CARR, RIGGS & INGRAM, LLC Date 11/08/21

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

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2020)

SIGNATURE CERTIFICATE




REFERENCE NUMBER

625435FE-17E6-4D9D-AF4B-27A5099F7F2D

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 625435FE-17E6-4D9D-AF4B-27A5099F7F2D</p> <p>Transaction Type Signature Request</p> <p>Sent At 11/09/2021 12:05 EST</p> <p>Executed At 11/09/2021 13:12 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 161c37762df70ad6d7ea1e297c1c93e08f06c44410fbd72c544bfd00808e526</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Sign Return 2020 8879-Eo By November 15 - Life-Skills Empowerment And Development Services Inc</p> <p>Filename sign_return_2020_8879-eo_by_november_15_-_life-skills_empowerment_and_development_services_inc.pdf</p> <p>Pages 2 pages</p> <p>Content Type application/pdf</p> <p>File Size 133 KB</p> <p>Original Checksum 51da5b1aec6918ed740278c3007dfbce996807f0a8e5ac379f3cec6ae19930fb</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Vicki Draeger</p> <p>Email leadsfloridaorg@gmail.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum abf746c4451b2c1cf234a3b237c4b2423b467f6d6db9cd24059aac08ff2ee82</p> <p>IP Address 67.211.154.117</p> <p>Device Chrome via Mac</p> <p>Drawn Signature </p> <p>Signature Reference ID 99E3FA4A</p> <p>Signature Biometric Count 953</p>	<p>Viewed At 11/09/2021 13:09 EST</p> <p>Identity Authenticated At 11/09/2021 13:12 EST</p> <p>Signed At 11/09/2021 13:12 EST</p>

AUDITS

TIMESTAMP	AUDIT
11/09/2021 12:05 EST	Janette Slater (jslater@cricpa.com) created document 'sign_return_2020_8879-eo_by_november_15_-_life-skills_empowerment_and_development_services_inc.pdf' on Chrome via Windows from 97.76.178.162.
11/09/2021 12:05 EST	Vicki Draeger (leadsfloridaorg@gmail.com) was emailed a link to sign.
11/09/2021 13:09 EST	Vicki Draeger (leadsfloridaorg@gmail.com) viewed the document on Chrome via Mac from 67.211.154.117.
11/09/2021 13:12 EST	Vicki Draeger (leadsfloridaorg@gmail.com) authenticated via email on Chrome via Mac from 67.211.154.117.
11/09/2021 13:12 EST	Vicki Draeger (leadsfloridaorg@gmail.com) signed the document on Chrome via Mac from 67.211.154.117.

LEADS-Life-Skills, Empowerment and Development Services, Inc.

Statement of Activity

January - June, 2022

	TOTAL
Revenue	
4000 Fundraising & Donation Income	317.00
4001 LEADS Grant Income	800.00
Amazon Rewards	11.61
Grant Revenue	
4200 FRIEND (SRAE) Government Grant	155,772.96
4300 HEARTS-M (OPA) Government Grant	562,153.60
4400 HEARTS-H (SRAE) Government Grant	127,042.03
Total Grant Revenue	844,968.59
Refund	452.57
Total Revenue	\$846,549.77
GROSS PROFIT	\$846,549.77
Expenditures	
6070 Miscellaneous Expenses - LEADS	39.98
6200 Payroll & Contractual	
6201 Payroll Salaries	54,805.50
6210 Personnel Salaries	312,356.03
6211 Employee Taxes	71,693.14
6212 Employer Taxes	34,308.38
6213 Garnishment	333.78
6214 Health Insurance	673.75
6217 Workers Compensation Insurance	6,574.11
6218 Background Screening	159.60
Total 6201 Payroll Salaries	480,904.29
6220 Payroll Processing Fees	2,112.00
6230 Contracted Services	500.00
6352 Accounting Review/Audit	26,000.00
6353 IT Consultant	928.70
Total 6230 Contracted Services	27,428.70
Total 6200 Payroll & Contractual	510,444.99
6380 Insurance	
6382 Liability Insurance	111.00
Total 6380 Insurance	111.00
6580 Travel	18,913.73
6577 Parenting Summits (2)	11,706.08
6583 Travel & Lodging to visit 4 Counties	29,654.13
6584 Automobile Rental	27.01
6586 Employee Travel	1,071.06
6588 Two (2) Staff Development Days	35,405.07
Total 6580 Travel	96,777.08

LEADS-Life-Skills, Empowerment and Development Services, Inc.

Statement of Activity

January - June, 2022

	TOTAL
6700 Occupancy Costs	
6702 Telephone/Internet	2,603.66
6703 Rent, Parking & Utilities	19,485.87
Total 6700 Occupancy Costs	22,089.53
6900 Development	2,089.81
6901 Fundraising Expenses	1,750.00
6902 Marketing	31,657.10
Total 6900 Development	35,496.91
7000 Training	240.00
8400 Program Implementation	2,666.45
8401 Gift Cards	27,589.50
8402 Partner Youth Referral	59,100.00
8406 Seminar Materials(Leaders/Parents Guides)	8,961.74
8409 Food	14,183.50
8410 Next Stepp Recruitment	13,800.00
8434 Parenting Summits	338.34
8456 Employee Youth Referral	11,850.00
8477 Storage Fee	3,000.00
8488 Venue Rental	3,146.34
Total 8400 Program Implementation	144,635.87
9000 Supplies	25.98
9401 Office Supplies	22,079.59
9402 Postage	3,097.06
Total 9401 Office Supplies	25,176.65
9500 Program Supplies	6,512.80
9520 Art Supplies	1,427.93
9535 Gift Cards	41,082.84
9540 Camp Swag Supplies	4,360.56
9550 Love Notes Participant Workbooks	15,202.40
9560 Love Notes SRA EBP Manuals	10,900.00
Total 9500 Program Supplies	79,486.53
Total 9000 Supplies	104,689.16
General LEADS Expenses	95.23
Total Expenditures	\$914,619.75
NET OPERATING REVENUE	\$ -68,069.98
NET REVENUE	\$ -68,069.98



RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



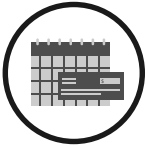
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

MARKETING

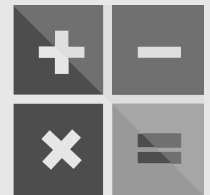


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM
888-523-5545



Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."
-Benjamin Franklin*

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is written in a cursive, flowing style.

Thomas P. Nerney
Chairman, President and CEO

This page has been intentionally left blank.

NPP1579641C

Renewal of Number

POLICY DECLARATIONS

No. NPP1579641D

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

LIFE-SKILLS EMPOWERMENT AND DEVELOPMENT SERVICES

199 DALI BLVD S

SAINT PETERSBURG, FL 33701

POLICY PERIOD: (MO. DAY YR.) From: 01/01/2022 To: 01/01/2023

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non Profit Organization

BUSINESS DESCRIPTION: Social Service / Social Service

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.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$543.00
TOTAL:	\$543.00


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

See Endorsement EOD (1/95)

Agent: **CRCONE (5071)**
214 N Tryon St, Suite 2300
Charlotte, NC 28202

Issued: 12/23/2021 11:17 AM

Broker:

By:  Authorized Representative

UPD (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NPP1579641D

Effective Date: 01/01/2022

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0220	03/12	Florida Changes - Cancellation And Nonrenewal
CG2026	07/04	Additional Insured - Designated Person Or Organization
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
Jacket FL	12/19	Policy Jacket
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-232s	09/05	Classification Limitation Endorsement
L-549	12/07	Absolute Professional Liability Exclusion
L-599	10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-610	11/04	Expanded Definition Of Bodily Injury
L-728SSO	07/09	Limits Of Insurance Under Multiple Coverage Forms
L-734NPP	10/16	Exclusion-Specific Activities, Events or Conditions
L-740 SSO	10/14	Molestation Or Abuse Insurance (Defense Outside Limits)
L-783NPP	07/18	Amendment of Liquor Liability Exclusion
L-787	05/13	Infringement Of Copyright, Patent, Trademark Or Trade Secret Endorsement
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SSO	12/09	Social Service Organization Professional Liability Coverage Form
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NPP1579641D

Effective Date: 01/01/2022
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$100,000
Abuse And Molestation Aggregate	\$200,000

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	199 Dali Blvd. S, Saint Petersburg, FL 33701	004

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Additional Insured - Designated Person	49950	1 Per Additional Insured	Included	100.000	Included		\$100
1	Professional Liability - Social Services - Not-for-Profit	72990	1 Flat	Included	150.000	Included		\$150
1	Abuse and Molestation Liability - Social Services	41799	Flat	Included	0.000	Included		Included
1	Counseling Services - NPP Social Services	61227	1,000 Per 1,000 Total Area	Included	293.366	Included		\$293
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$500
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$543
(This Premium may be subject to adjustment.) MP - minimum premium								

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

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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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 attorney 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 attorney 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 only if you are in the business of manufacturing, distributing, 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 in the state 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 7 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.

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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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 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 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 websites 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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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 Paragraphs **(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 by attachment of an endorsement.

(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 in the state 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, by-laws 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 in the state 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.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **q.** of Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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 Transaction 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.

B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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 Transaction 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.

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.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 01/01/2022

ST PETERSBURG COLLEGE - THE PALLADIUM SIDE DOOR

253 5TH AVE N

SAINT PETERSBURG, FL 33701

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with the premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included

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.

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.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"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.

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.

Exclusion Of 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. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "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:

a. 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

b. 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.

c. 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.

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.

INSURANCE

POLICY

UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive
Wayne, PA 19087-2191
CUSTOMER SERVICE: 888-523-5545 – USLI.COM

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

INSURANCE POLICY

Read your policy carefully!

In Witness Whereof, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary



President



**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

If a "suit" is brought against any insured, and falls within the coverage provided by the policy, seeking both compensatory damages (damages for economic loss and pain and suffering) and punitive or exemplary damages (damages as a means of punishment), no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type or damages attributable to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CLASSIFICATION LIMITATION ENDORSEMENT

Coverage under this contract is strictly limited to the classification(s) and code(s) listed on the policy Declarations page.

No coverage is provided for any classification(s) and code(s) not specifically listed on the Declarations page of this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

ABSOLUTE PROFESSIONAL LIABILITY EXCLUSION

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**ABSOLUTE EXCLUSION FOR POLLUTION, ORGANIC PATHOGEN,
SILICA, ASBESTOS AND LEAD WITH A HOSTILE FIRE EXCEPTION**

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions, f. Pollution** is deleted in its entirety and replaced with the following:

f. Pollution, Organic Pathogen, Silica, Asbestos and Lead

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

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:

- (1) 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
- (2) 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".

This exclusion does not apply to “bodily injury” or “property damage” arising from the consumption of food products intended for human consumption.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and “waste.”

“Silica” means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Volatile organic compound” means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint, varnish and cleaning products.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

EXPANDED DEFINITION OF BODILY INJURY

The Definition of "bodily injury" is removed in its entirety and replaced with the following:

1. "Bodily injury" means:
 - a. bodily injury,
 - b. sickness,
 - c. disease; or
 - d. mental anguish or emotional distress arising out of a., b., or c., above,

sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE
FORM**

LIMITS OF INSURANCE UNDER MULTIPLE COVERAGE FORMS

It is agreed **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is amended by the addition of the following:

d. Limit Of Insurance Under Multiple Coverage Forms

If we determine that more than one coverage form applies to the same “occurrence” or “professional incident”, the maximum limits of insurance available under all coverage forms combined shall be the highest applicable limit of insurance under any one coverage form. The applicable deductible shall correspond to the coverage form with the highest limit of insurance.

This condition does not apply to any coverage form or policy issued by us, or an affiliated company specifically to apply as excess or umbrella insurance over this policy.

It is agreed **SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM, SECTION IV – CONDITIONS, 5. Other Insurance**, is amended by the addition of the following:

d. Limit Of Insurance Under Multiple Coverage Forms

If we determine that more than one coverage form applies to the same “occurrence” or “professional incident”, the maximum limits of insurance available under all coverage forms combined shall be the highest applicable limit of insurance under any one coverage form. The applicable deductible shall correspond to the coverage form with the highest limit of insurance.

This condition does not apply to any coverage form or policy issued by us, or an affiliated company specifically to apply as excess or umbrella insurance over this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM**

EXCLUSION – SPECIFIC ACTIVITIES, EVENTS OR CONDITIONS

This policy does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, medical expenses or “damages” directly or indirectly arising out of, resulting from or in consequence of any insured’s sponsorship, organization, operation or involvement, directly or indirectly, in any:

- I.** Activity, event or condition involving any of the following:
 - a.** Hay rides or animal-driven rides of any kind;
 - b.** Airplane, helicopter or balloon shows, rides or demonstrations;
 - c.** Boating, fishing, surfing, water skiing, jet skiing, wave running, water tubing, ice skating, snow skiing, snowboarding, snow tubing and other activities or events on water or snow;
 - d.** Extreme sports including but not limited to bungee jumping, base jumping, sky diving, hang gliding, zip lining or any other similar sports;
 - e.** Bonfires, camp fires or open fires;
 - f.** Outdoor camping with or without the use of tents;
 - g.** Swimming and other activities in bodies of water other than guarded public pools;
 - h.** Carnivals;
 - i.** Circuses;
 - j.** Haunted attractions, corn mazes and similar activities;
 - k.** Mechanical rides/devices or water parks;
 - l.** All-terrain vehicle or snowmobile or any other motor vehicle races, competitions, demonstrations or shows, including mud bogs;
 - m.** Heavy metal, hard rock, rap or hip-hop concerts;
 - n.** Parades in which objects of any kind are thrown or launched to spectators;
 - o.** Political rallies, protests or demonstrations;
 - p.** Rodeos; or

- II.** Activity, event or condition including but not limited to those listed above with attendance that exceeds one thousand (1,000) people.

However, coverage is provided for any insured’s attendance and/or participation in the above activities, events or conditions so long as any insured does not sponsor, organize or operate same.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Molestation Or Abuse Insurance
(Defense Outside Limits)**

It is agreed that there is no coverage for “molestation or abuse” under this policy except as provided in this endorsement.

LIMITS OF INSURANCE

EACH CLAIM \$
AGGREGATE \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following **Coverage M – MOLESTATION OR ABUSE INSURANCE**, is added to **SECTION I – COVERAGES**:

1. Insuring Agreement

- a.** We will pay those sums you become legally obligated to pay as damages because of any “molestation or abuse” to which this insurance applies. We will have the right and duty to defend you against any “suit” seeking those damages. However, we will have no duty to defend you against any “suit” seeking damages to which this insurance does not apply. We may at our discretion investigate and settle any claim or “suit” that may result. But:
 - (1)** The amount we will pay for damages is limited as described in **LIMITS OF INSURANCE** of this endorsement; and
 - (2)** When we have used up the limits described for **COVERAGE M** by paying settlements or judgments, we will have no further right or duty to defend any claims or suits under this endorsement, whether pending at that time or started afterwards.
- b.** This insurance applies to damages from “molestation or abuse” only if:
 - (1)** The “molestation or abuse” takes place in the “coverage territory” and;
 - (2)** The “molestation or abuse” first occurs during the policy period and;
 - (3)** The “molestation or abuse” to which this insurance applies and for which the claim is made: (a) occurred to a person while that person was involved or participating in a program, service, event or other activity sponsored, organized, operated, managed or otherwise directed by any Named Insured and; (b) while the person was in any Named Insured’s care, custody or control or; (c) was in the care, custody or control of one or more of any Named Insured’s “employees” with the Named Insured’s knowledge and consent.
- c.** Multiple acts of “molestation or abuse” of one or more persons committed by any one person or multiple acts of “molestation or abuse” of one or more persons committed by more than one person acting in concert, shall be deemed to be one occurrence of

“molestation or abuse” and to have first occurred at the time of the earliest “molestation or abuse”;

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTAL PAYMENTS – COVERAGE M.**

2. Exclusions

This insurance does not apply to:

- a.** any person who committed or is alleged to have committed any actual or alleged “molestation or abuse”.
- b.** liability of others assumed by you under any contract or agreement either oral or in writing unless specifically endorsed hereon;
- c.** any obligation for which you or any carrier as your insurer may be held liable under workmen’s compensation, unemployment compensation, disability benefits law, employers liability, stop gap liability or under any similar law, whether based on statute, regulation or judicial determination;
- d.** any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, organization, company or business that is not the Named Insured;
- e.** any claim for punitive or exemplary damages;
- f.** any claim arising out of “molestation or abuse” by any one person or more than one person action in concert which first occurs prior to the inception of this policy even if such “molestation or abuse” continues into this policy period.

SECTION I – COVERAGES; SUPPLEMENTARY PAYMENTS – COVERAGES A & B is deleted in its entirety and is replaced with the following, but only with respect to **COVERAGE M – MOLESTATION OR ABUSE INSURANCE:**

SUPPLEMENTAL PAYMENTS – COVERAGE M

We will pay, with respect to any claim we investigate or settle, or any “suit” against you we defend:

- a.** 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.
- b.** All interest on the full amount of any judgment that accrues after entry of judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limits of insurance.
- c.** All expenses we incur.
- d.** 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.
- e.** 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.
- f.** All costs taxed against the insured in the “suit”.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED is deleted in its entirety and replaced with the following but only with respect to **COVERAGE M –MOLESTATION OR ABUSE INSURANCE**:

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 the business or program, service, event or other activity of the Named Insured.
 - b. A partnership or joint venture, you are an insured. Your members, your partner, and their spouses are also insureds, but only with respect to the conduct of the business or program, service, event or other activity of the Named Insured.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of the business or program, service, event or other activity of the Named Insured. 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.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. 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) are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of the business or program, service, event or other activity of the Named Insured or “volunteer workers” only while performing duties related to the conduct of the business or program, service, event or other activity of the Named Insured.

SECTION III – LIMITS OF INSURANCE is amended with the following addition:

8. Regardless of the number of insureds and/or Limits of Liability under other coverage parts, coverage forms or endorsements under this policy, our liability is limited as follows:
 - a. The limit of insurance stated in the **LIMITS OF INSURANCE** for **COVERAGE M** as applicable to “each claim” is the limit of our liability for the sum of:
 - (1) All damages arising out of or resulting from any incident or a series of incidents of “molestation or abuse” by any one person. Multiple acts of “molestation or abuse” of one or more persons committed by any one person or multiple acts of “molestation or abuse” of one or more persons committed by more than one person acting in concert, shall be deemed to be one “molestation or abuse”.
 - b. The limit of insurance stated in the **LIMITS OF INSURANCE** for **COVERAGE M** as “aggregate” is the total limit of our liability under this coverage for all damages under this endorsement.

The conditions **1.** through **9.** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** apply to **COVERAGE M** as well.

For the purposes of this endorsement, the following definitions shall apply:

“Molestation or Abuse” means sexual or physical injury or abuse of any person.

SECTION V – DEFINITIONS, 18. “Suit”, is replaced by the following, but only with respect to **COVERAGE M-MOLESTATION OR ABUSE INSURANCE**:

“Suit” means a civil proceeding in which damages 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.
- c. Reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of “disciplinary proceeding(s)” brought against you arising out of a “professional incident” that is otherwise covered by this policy. This coverage is limited to \$100,000 per “professional incident”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

It is agreed:

SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; c. Liquor Liability is deleted in its entirety and replaced with the following:

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) Actual or alleged violation of 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", arises or results, directly or indirectly from Paragraph (1), or (2) or (3) above.

However, this exclusion applies only if:

- (1) An insured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
- (2) An insured sells, serves or furnishes alcoholic beverages in exchange for a charge, fee or donation of any kind; or
- (3) An insured permits a person to bring alcoholic beverages for consumption on any insured's premises or at any insured's event in exchange for a charge, fee or donation of any kind.

All other terms and conditions of this policy remain the same. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Infringement Of Copyright, Patent, Trademark Or Trade Secret
Endorsement**

It is agreed:

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, i. Infringement Of Copyright, Patent, Trademark Or Trade Secret is deleted in its entirety and replaced with the following:

- 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 insurance shall not apply to “personal and advertising injury” caused by, arising out of or related, directly or indirectly, to the “advertisement” of merchandise or services that are counterfeit, stolen, pirated or misappropriated, with or without, the knowledge of any insured.

SECTION V – DEFINITIONS, 14. “Personal and advertising injury”, g. is deleted in its entirety and replaced with the following:

- g.** Infringing upon another’s copyright, trade dress or slogan in your “advertisement” except as otherwise excluded in **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, i. Infringement Of Copyright, Patent, Trademark Or Trade Secret.**

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

Throughout this policy, with the exception of **SECTION II – WHO IS AN INSURED;** when the word “insured(s)” is used it shall mean “any insured(s)”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS; 7. Separation Of Insureds** is deleted in its entirety and replaced with the following:

7. Separation of Insureds

The Limits of Insurance of this policy 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, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

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

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

The word insured means the Named Insured shown in the Policy Declarations to which this coverage form is attached and 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 – COVERAGE

SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" to which this insurance applies. We have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and settle any claim or "suit" with the insured's consent as the company deems expedient, 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 our applicable limit of insurance in the payment of judgments or settlements,

- b. This insurance applies to "damages" only if:
- (1) The "damages" result from a "professional incident" that takes place in the "coverage territory"; and
- (2) The "professional incident" occurs during the policy period.
- c. If you refuse to consent to any settlement recommended by the company, you are solely responsible for defending or settling such claim or "suit" and for paying any verdict or judgment entered against you independently of the company. Subject to the limit of liability shown on the Declarations, the maximum liability of the company for such claim or "suit" is the amount which the company would have paid had you consented to settlement plus defense costs

covered by the policy incurred up to the date of your refusal to settle.

2. Exclusions

This insurance does not apply to "damages":

- a. Expected or intended from the standpoint of any insured.
- b. For any actual or alleged breach of 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.
- c. Arising out of the operation of any hospital, sanatorium, medical clinic, laboratory or any medical diagnostic or treatment facility of any kind.
- d. 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".
- e. Arising out of the prescription, utilization, furnishing, distributing or dispensing of drugs or medical, dental or nursing supplies, devices or appliances, except when such is done in strict compliance with direction from a licensed physician and in accordance with the usual and customary practices of a social service organization.
- f. Arising out of or resulting, directly or indirectly from a "professional incident" involving an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropractor, chiropractor, optometrist or veterinarian or any person responsible for the supervision of any of the above.

However, with respect to you, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- (1) Such professional is not your "employee" or volunteer;
- (2) Such professional possesses a valid, unrestricted license, as required, to provide such professional services;
- (3) Such professional maintains a policy of professional liability insurance with minimum limits of \$1,000,000 per claim/occurrence and \$1,000,000 in the aggregate; and
- (4) You have a written contract with such

professional outlining the professional services to be performed.

- g.** Arising out of membership or participation in an accreditation or certification organization or similar professional oversight board or committee or any hospital, medical or professional society.
- h.** Arising out of injury to any insured, or any consequential "damages" or injury to the spouse, child, parent, brother or sister of that insured.

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 "damages" because of the injury.

- i.** Arising out of any obligation of any insured under workers compensation, disability benefits or unemployment compensation law or any similar law.
- j.** Arising out of any claim made by:
 - (1)** A person because of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (2)** The spouse, child, parent, brother or sister of that person as a consequence of any "damages" or injury arising from any of the employment-related practices described in paragraphs **(a)**, **(b)** or **(c)** 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 "damages".

- k.** Arising from "advertising injury" or "personal injury". However, this exclusion does not apply to "personal injury" when the offense is directly resulting from a "professional incident" and the "personal injury" does not arise out of:
 - (1)** Oral or written publication of material, if done by or at the direction of any insured with knowledge of its falsity;
 - (2)** Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
 - (3)** The willful violation of a penal statute or

ordinance committed by or with the consent of any insured.

- l.** Arising out of damage to property:
 - (1)** Owned, occupied or used by any insured;
 - (2)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
 - (3)** Which is or was in the possession of any insured or any person acting on behalf of any insured; or
 - (4)** That is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations.
- m.** Arising out of any "nuclear hazard".
- n.** Arising out of actual or alleged discrimination.
- o.** Arising out of unfair competition or violation of any antitrust laws.
- p.** Arising out of the inability or failure of any insured or others to collect or pay money.
- q.** Arising out of any insured gaining any personal profit or advantage to which they are not legally entitled.
- r.** Arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law.
- s.** Arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
 - (1)** Personally participate in committing any such act or omission; or
 - (2)** Remain passive after having personal knowledge of any such act or omission.
- t.** Arising out of any claim made or "suit" brought against any insured by another insured.
- u.** Arising out of acts, errors or omissions of a managerial or administrative nature that are not directly related to the rendering of your professional services.
- v.** Sustained by any person arising out of or resulting from directly or indirectly any alleged, threatened or actual "abuse or molestation".

This exclusion applies to all "damages" sustained by any person, including emotional distress, arising out of directly or indirectly any "abuse or molestation" whether alleged, threatened or actual including but not limited to "abuse or molestation" arising out of your negligence or other wrongdoing with respect to:

 - (1)** Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible; or

- (2) Investigation or reporting any abuse or molestation to the proper authorities, or failure to investigate or report or the failure to protect any person while that person was in the insured's care, custody or control.

SUPPLEMENTARY PAYMENTS

Except as otherwise provided in **SECTION I – COVERAGE, 1. Insuring Agreement**, subparagraph, c., we will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur including defense costs.
2. 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.
3. 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 \$1000 a day because of time off from work.
4. All cost taxed against the insured in the "suit".
5. 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.
6. 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.
7. As a reimbursement, reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional incident" that is otherwise covered by this policy. This coverage is limited to \$100,000 per "professional incident".

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured. Your "executive officers", and directors are insureds, but only with respect to their duties as your officers or directors.
2. Each of the following is also an insured:
 - a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- (1) "Damages" arising out of injury to you or to another "employee", volunteer, or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
 - (2) To the spouse, child, parent, brother or sister of that "employee", volunteer, or student in training as a consequence of paragraph (1) above;
 - (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in paragraphs (1) or (2) above;
 - (4) "Damages" arising out of furnishing or failing to furnish professional health care services as a physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropractor, chiropractor, optometrist, veterinarian or as a person responsible for the supervision of any of the above named professionals;
 - (5) "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, real estate or investment manager or as a person responsible for the supervision of any of the above named professionals; or
 - (6) Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.
- d. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the ninetieth (90th) day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (2) Coverage under this Policy does not apply to a "professional incident" that occurred before you acquired or formed the organization.

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 Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
- 3. Subject to 2. above, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of the same "professional incident" to which this insurance applies.

The Limits of Insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (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 – 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 Form.

2. Your Authority And Duties.

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium. Each insured, by accepting this insurance, agrees to:

- a. Have the first Named Insured act for them in such matters; and
- b. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.

3. Duties In The Event Of Professional Incident, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:
 - (1) All available information about the circumstances concerning the "professional incident" including:
 - (a) How, when and where it took place; and
 - (b) The names and address of any witnesses and persons seeking "damages"; and
 - (2) What claim you think may result.

However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".

- 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, settlement or defense of the claim or "suit";
 - (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; and
 - (5) In no way jeopardize our rights after a "professional incident".
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us.

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

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from any insured; or
- b. To sue us on this Coverage Form 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 obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Form 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.

5. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **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 **c.** below.

b. Excess Insurance

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

- (1) If your "employee" or volunteer has other insurance covering his or her professional liability.
- (2) You have purchased insurance from a company other than us or a company affiliated with us, specifically to cover the loss.

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

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

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

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

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 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.

6. Premium Audit.

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. Premium shown in this Coverage Form as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. 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.

7. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations and application(s) 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.

8. 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.

9. 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 Form, 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.

10. Governmental Immunity.

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any Governmental Immunity to which you are entitled.

11. 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 non-renewal not less than sixty (60) days before the expiration date.

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

SECTION V – DEFINITIONS

- 1. "Abuse or molestation" means sexual or physical injury or abuse of any person, including assault or battery and/or improper touching.
- 2. "Advertising injury" means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:
 - a. Oral or written publication of material that

- slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All parts of the world if:
 - (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
 5. "Damages" means money sought or awarded as compensation for an injury caused by an insured resulting from a "professional incident" but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.
 6. "Disciplinary proceeding" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.
 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 9. "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".
 10. "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;
 11. "Nuclear hazard" means the existence of any nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.
 12. "Personal 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 by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
 13. "Professional incident" means any actual or alleged negligent:
 - a. Act;
 - b. Error; or
 - c. Omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a social service organization. Professional services includes the furnishing of food, beverages, medications or appliances in connection therewith, except as otherwise provided in this Coverage Form.

Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".
 14. "Suit" means a civil proceeding in which "damages" are sought and to which this insurance applies. "Suit" also includes:
 - a. An arbitration proceeding in which such "damages" are sought and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are sought and to which you submit with our consent.
 15. "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 condition.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section, 102 (1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

X	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of \$100 _____.

On File with the Company _____
Applicant Name (Print)
Signature on File with the Company _____
Authorized Signature

LIFE-SKILLS EMPOWERMENT AND DEVELOPMENT SERVICES _____
Named Insured
On File with the Company _____
Date

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Pictures of CHAMPS prior to COVID closure.

