

Application Form

Organization Information

An informational webinar about this application is available to watch.

The rubric that will be used to score this proposal can be downloaded [here](#).

If you would like to complete this application first in Microsoft Word, you may download a Word version [here](#). Please pay attention to character limits.

Brief Project Descriptor

Please briefly describe this organization's request.

Organization Name*

Good Neighbors, Inc

Project Name*

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

Good Neighbors New Food Warehouse and Equipment Upgrades

EIN*

38-4169794

Incorporation Year*

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

2021

Mission Statement*

What is your organization's mission statement?

Mission

Build relationships with organizations and individuals to connect food and other necessities to those in need.

Vision

We envision a strong community of relationships where everyone has access to food and other necessities of daily living.

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

YRKXEH1EJPK1

Annual Operating Budget*

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

\$91,805.00

Amount Requested*

The maximum grant amount is \$500,000.

\$374,206.00

Does the total project cost exceed the amount your organization is requesting?*

Please note: Answering "Yes" will cause additional questions to load later in this application.

Examples

ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$150,000 for certain equipment, and will seek other funding and donations for the remaining \$20,000 of the playground. ABC Childcare would select "Yes" for this question.

Better Tomorrow, a mental health provider, is looking to expand their counseling center by two rooms to meet increased service demand arising from the pandemic. Better Tomorrow has secured \$25,000 in private contributions, and wants to request the remaining \$125,000 in this grant. Better Tomorrow would select "Yes" for this question.

DBE Food Pantry is seeking funding a new HVAC unit for their pantry, and is requesting \$40,000 from PCF to cover the entire cost. DBE Food Pantry would select "No" for this question.

No

Rent vs. Own*

Does your organization rent or own the property for which you are proposing modifications?

Rent

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

Pinellas County Priority Areas*

For Round 2 of this funding process, the ARPA Nonprofit Capital Project Fund is prioritizing organizations that offer programming, and whose capital purchase is related to, the following areas:

- Individuals with Disabilities
- Food Security
- Specialized Healthcare
 - Mental Health
 - Dental Care
 - Substance Use Disorders
- Housing

Not offering programming in these areas does not disqualify you from applying. However, this prioritization will result in 10 bonus points being awarded to eligible requests when scored.

Does your organization and its proposed capital purchase fit into one of these areas?

Yes

Programming 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?

If you have indicated above that your programming and proposed purchase fit into the priority areas for this funding round, please be sure to describe the relevant programming.

The grant Good Neighbors seeks will enable us to purchase a new warehouse and new commercial refrigerators and freezers in order to serve at least 50% more people in Pinellas County and distribute more fresh food. Our founder and 12 volunteers began picking up and distributing surplus food from area businesses in 2019 using their own vehicles and funds. The organization grew exponentially when COVID hit in 2020. By 2021 we had enlisted enough food donors and community partners to consider incorporating. Unlike larger food banks that often require people to pick up food or provide the same food to all clients, we focus on taking food to where vulnerable people live or stay and making the right food match - prepared foods for homeless, ready-to-cook items for disabled, elderly and hotel residents, larger packages and fresh food for partner agencies that are cooking meals. Our client choice model also preserves dignity and reduces food waste.

- Nourishing Our Neighborhoods (2020) serves 4,800-5,760 individuals monthly. We pick up nutritious food donated by our partners, portion it for each community and take it into senior neighborhoods, mobile home communities, and low-income apartment buildings.

- Food with Dignity (2019) for unhoused individuals serves 1,800-4,700 individuals monthly. We provide surplus food to temporary housing facilities such as extended stay hotels, respite facilities, group homes, tent cities, rehabilitation, and halfway facilities, and veterans and homeless organizations. Given the unique circumstances of the recipients, we package the food with items for cooking and eating.

- Community Feeding the Community (2019), our largest program, helps 58 partner organizations across our service area provide food to over 8,880 individuals per month. We coordinate pickups with local businesses, sometimes lending our building as a drop-off point until the agency can pick up the food. This program distributes more than 900,000 lbs of food per year.

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.

COVID struck hard in Pinellas, where many lower income adults work in the hospitality and retail industries: job losses, unexpected medical bills, loss of childcare, rent hikes and soaring inflation contributed to rising food insecurity, defined as the loss of access, at times, to enough nutritious food to sustain a healthy, active life. Over 20 local food banks/pantries closed and numerous more cut their hours significantly (Tampa End Hunger). Walk-in, client-choice food pantries had to pivot to smaller drive-up or walk-up distributions because of social distancing requirements, and lines of people desperate for free food stretched around blocks. The FL Department of Agriculture and Consumer Services reports that the number of food insecure people in the state rose from 2.5 million in 2018 to 3.4 million in 2020, including 1 million children (a change from 1 in 5 children in 2018 to 1 in 4 in 2020). Feeding America's Mind the Meal Gap reports that the poverty rate in Pinellas rose from 14.0% in 2019 to 14.2% in 2021. An average meal cost \$3.41 in Pinellas in 2018 but \$4.18 in 2021. Post-pandemic data is not yet available, but anecdotal evidence points to rising food insecurity in Pinellas. The end of most safety net program increases—cash payouts, SNAP benefit increases, child tax credits and the cessation of Medicaid terminations—has brought more economic pain to the vulnerable. Examples abound: Giving Hope, which services unhoused individuals, was serving about 500 meals a month, whereas it is now serving 4,500. Elevated Church, a Good Neighbors partner, is serving 1,000 meals a week compared to 200 in 2019. Good Neighbors served 8 hotels for unhoused people in 2019. Now we serve 25 as well as Pinellas Hope, a tent city. Because of an increase in requests for food, Good Neighbors has expanded the number of senior communities to which it makes deliveries from 10 to 64 and has doubled the number of public food distributions in So. St. Pete from 1 to 2 per week.

Negative Economic Impact*

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.

The more quantifiable your negative economic impact is, whether it be fiscal losses/pressures or increased service demand, the stronger your answer will be. Use numbers whenever possible. The more specific your evidence, the better.

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

COVID significantly increased the need for emergency food because so many people in Pinellas suddenly became jobless, homeless, too ill to leave the house to shop for necessities, and/or faced an inflation rate of more than 8%. The need quickly outpaced the capacities of food banks/pantries in Pinellas, which themselves were hampered by fewer donations, fewer volunteers, and social distancing requirements. In lower-income areas of Pinellas, emergency food needs became chronic.

In December of 2019, Good Neighbors, which from its start has sought to fill gaps in food distribution to the vulnerable, operated with 12 volunteers and two dedicated personal vehicles. When the COVID shutdown began, we had to step up our food distributions, adding new communities and partner agencies, as well as temporary housing sites for the homeless. However, we have had to decline numerous pickups and community requests for food because of resource constraints (funds, vehicles, volunteers). By July 2022 we were able to purchase our first cargo van, which allowed us to pick up and deliver a greater volume of food. A second van was acquired in August 2022 and, after being retrofitted for refrigeration, was operating in December 2022. Both purchases were made at pandemic-driven sky high prices (total \$84,552). These vans, necessary as they were to fulfill a growing number of food requests, not only added to our operating budget (monthly payments, fuel, maintenance, insurance) but also depleted reserves that could have been applied to purchasing and equipping a larger warehouse. The soaring cost of fuel in particular deterred us from expanding distributions.

The delay in acquiring a new food storage warehouse in addition to our current building, with its 6 residential refrigerators, 20 domestic freezers and unreliable window air conditioners, has constrained our ability to grow, even to attract volunteers. Currently, because the entrance to the existing building is so narrow, we cannot bring in pallets of food, and volunteers must wait for others to leave before they can enter. Moreover, our volunteers spend up to 30% of their time unloading and unpacking food into small refrigerators, then repacking it into distribution vehicles (another 20% of their time). The vehicles cannot get close to the building because there is no exterior cement slab; volunteers must carry it to a parking lot. During the hot months in Florida, older volunteers often leave earlier than planned because of the crowded conditions inside the storage facility and minimal air conditioning. Although we have operated uninterrupted through COVID and after, the strain on the budget, leadership team, volunteers, and distributions is incalculable.

Negative Economic Impact - Uploads

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages. Word, Excel, JPG and PDF files are accepted.

Negative Economic Impact.pdf

Pandemic Relief Funding*

Please describe all government pandemic relief funding your organization has received since the onset of the pandemic (March 2020). This includes but is not limited to the Pinellas CARES Nonprofit Partnership Fund, other ARPA funding, PPP (Paycheck Protection Program), and Community Block Development Grants specifically targeting COVID-19 relief.

Explain why or how this pandemic-relief funding has not alleviated the negative economic impact you have described above. Potential reasons include expiration dates on certain funding, inflationary pressures, restrictions prohibiting capital expenditures, or the funding simply not being enough to remedy the harm you've indicated above. **The more concrete your numbers, the better.**

If you have not received government relief funding for your organization since the onset of the pandemic, write "No pandemic relief funding received" below.

Good Neighbors received a grant of \$25,000 from the City of Largo's ARPA Safety Net program in 2022 (awarded 2022, paid February 2023) to assist us with rising fuel costs, vehicle maintenance and van payments at a time when we were increasing the number of public distributions, surplus food pickups, and deliveries to our 58 partner agencies in Pinellas to meet rising demand. While this grant prevented us from cutting back our services at a critical time, it did not entirely alleviate our struggle to purchase fuel for and maintain two vans, nor did it help us with the overcrowding and inefficiencies of our building. Fuel prices have risen 77% just since spring 2020, according to the US Energy Information Administration. We found ourselves dipping into our savings to meet operating needs, which in turn prevented us from saving money to purchase a much larger warehouse and the freezers and refrigerators we needed in order to take full advantage of the growing number of food donors and offers of shelf-stable and fresh, perishable food.

Proposal Description*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of negative 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 project proposal and address the following:

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

Good Neighbors proposes to add a 2430 sq ft. food warehouse with a dedicated loading/unloading area in addition to its current 1560 sq ft food storage space at 1676 South Belcher Road, Clearwater, on the grounds of St. John's Episcopal Church and leased to us since 2021, more than twice the size of our current food

storage space. The new warehouse will coincide with the gift of a high-top, refrigerated van from Whole Foods, our third van. With these added assets we will be able to achieve a new level of impact, focusing particularly on vulnerable communities and individuals who are unable to travel either to food banks or to the local agencies the food banks serve. We are committed to continuing to focus on providing the right food to the right person so that clients receive what they truly need and can actually use.

The new warehouse will be equipped with three 3-door, commercial freezers and three 3-door commercial refrigerators, shelving, an air conditioning/ heating system and a generator. It will have two roll-up doors in the dedicated loading area which will allow volunteers to take whole pallets of food in and out. The warehouse will be constructed on a concrete slab, which will extend beyond the building to allow vehicles to drive up for loading/unloading.

The building will be purchased from one of 4 prospective, turn-key local building contractors. The selected contractor will acquire the building permit, pour the concrete slab and construct the warehouse and loading area. The CEO of the selected vendor will serve as the Project Manager. We expect the project to be completed in 3 months, allowing for a 2-to 4-week wait for a City building permit. Our landlord, St. John's Episcopal Church in Clearwater, has suggested that our current lease for the property be extended to 20 years. The new building will last 20 years and beyond.

The crowded, inefficient food storage building has been a barrier to serving more vulnerable people since 2021 and certainly since we acquired two vans in 2022. A third cargo van will complicate this situation further. If our funding request is granted, the problems associated with a substandard, too-small building will be ameliorated. We will be able to move food in larger quantities, increasing efficiency, and safely store a greater volume of food for a longer period. We will also be able to accommodate more volunteers and increase the number of vulnerable clients we serve by 7,000 or more.

Number Served*

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

15480

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**.

Other (Explanation Required Below)

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 project.

Since we do not ask clients to register and do not turn anyone away, we know that it is possible for a few individuals to access food at more than one site in any given month. Hence our response is "minimally duplicated." Our estimates of people served are compiled from the number of pounds of food we distribute per month, using the US Department of Agriculture's formula for equating pounds of food to meals (1.2 pounds of food equals one meal: 1 pound per adult, ½ pound per child), as well as reported figures and

averages from our partners. We anticipate that the new warehouse will enable us to increase our distributions to over 22,000, equivalent to 21.5% of the food insecure population in Pinellas, <https://map.feedingamerica.org/county/2021/overall/florida/county/pinellas>. This projection is based on the amount of food we can carry in three vans, travel distances, offers by soon-to-be-enlisted partners and requests for food from new communities and agencies.

Organizational Sustainability*

How does this project contribute to the long-term sustainability of your organization and the work it does? That is, what impact will this project have on your organization and/or its clients over the long-term?

Examples include increased service capacity, reduced cost of delivering services over time, higher-quality or more equitable service delivery, and increased lifespan/quality of property.

Quantifiable numbers will strengthen your answer.

Early in the pandemic, we prioritized new vans over a warehouse because the need for food was so acutely outpacing what volunteers using their own cars could transport. The acquisition of a large warehouse, plus a new, refrigerated cargo van donated by Whole Foods – without assuming new loans – vastly expands our service capacity. To sustain the added capacity, we have new food donors waiting to give us all the food we need to serve 7,000+ more clients. Included are 8 Publix stores and a new Whole Foods store that, together, we estimate will bring in more than a million new pounds annually (833,000 new meals). As soon as our warehouse is usable, we will be able to add these partners, as well as others who learn of our expanded capacity from social media and other media. Because the food we receive is free, our incremental expenses will be van-related, utilities and pest control (about \$1,100/month plus fuel), an amount that can be covered by additional food sponsors who have already given us commitments. (Sponsorships are \$250 per distribution, slightly higher if the site is far away. Sponsors can choose how many distributions to sponsor, with Ultimate Health topping the list with sponsorships totaling \$49,850 annually.)

Additionally, we will mount a concerted effort to recruit more volunteers with a temperature-controlled warehouse and more space for maneuvering and expanding our fundraising. Local news media, social media, and announcements from church pulpits or in church newsletters are our main means of announcing the changes at Good Neighbors. We also plan to invest \$60,000 of our \$86,142 in our checking account in money-market funds, which are now paying interest in the 4% to 5% range.

Project Specifics

Permits*

Please describe any permits necessary for the successful completion of this proposed project. Be sure to include any permits already obtained or in progress, and/or what the timeline is to acquire permits.

Our project will require a Building Permit issued by the City of Largo (although our address is in Clearwater, all municipal services are provided by the City of Largo). This non-commercial permit includes all the trades: mechanical, electrical and building and will take approximately 14 days to process. The basic cost is \$750, but we have added a contingency in case a re-inspection is needed. We do not need the permits required of commercial structures because our building is not commercial, only a storage structure. We do not need sprinklers or ADA bathrooms. And to keep costs down, we will not have running water in this building, though there is a building nearby where volunteers can use the restroom, wash hands and get water. The permit will be prepared and filed by the Project Manager.

Plan Set*

Do you have a plan set for this project?

A plan set refers to the "batch" of plans, drawings, prints, files, etc., that you receive from an architect that explains what needs to be built, how, and where. **Not all qualifying projects in this process require a plan set.**

If you answer Yes, you should upload the Plan Set in the question below.

No

Plan Set Upload

If you answered "Yes" above, please upload the Plan Set here. If you have trouble with file size limitations, please reach out to Rose Cervantes at rcervantes@pinellascf.org. If you have any narrative to accompany the plan set, you may write it below.

PDF files are permitted.

Construction Schedule/Timeline*

Given a spending deadline of December 31, 2026, give a detailed and **realistic construction schedule**/timeline as to how this large capital project will be executed and completed. If there are phases to this project, indicate so in the narrative below. If you specified that permits were needed for this project above, ensure you include the acquisition time in the schedule.

Please include the following:

1. **How the timeline/schedule was developed, and by whom.**
2. **Timeline of planning and execution. Please include start and end dates by month and year. For example, April 2023 - June 2023.**

Example:

Better Tomorrow is proposing the expansion of their counseling center. This requires a 2-month planning phase, one month to obtain all necessary permits, and four months to build. Better Tomorrow would list each phase, a brief description of what takes place in each phase, and an estimated start and completion date for each phase, and an explanation of how the schedule was developed.

Good Neighbors plans to complete the purchase and install and equip the new food warehouse with dedicated loading/unloading in a single quarter, from February to April 2024. We are able to do this because we have been planning the project – selecting the easy-to-assemble metal buildings, selecting the appliances, generator, air conditioning/heating unit, electric, and shelving – for several months. The timeline was developed by President Heather Brooke in conjunction with Bryan Bettencourt, a turn-key contractor who is one of the four prospective contractors for this project. Bettencourt recommended the concrete, buildings, insulation, air conditioning/heating system, electrical box and obtained prices. We realize that the prices for some items may change by the time we receive new bids for the project, but the timeline is not likely to be altered.

Pre-Construction (When we learn if this grant proposal will be funded).

- **Select the contractor**
- **Finalize the hiring agreement with the contractor**
- **Design full project plans**

- Create construction drawings
- Prepare to file for Building Permit with the City of Largo
- Make any adjustments to the cost of items and project timeline.

Responsibility: President with input from the Project Manager

Month 1- February 2024

- We expect to receive the Building Permit during Month 1.
- The Project Manager is in charge of working with the City of Largo to obtain this permit.
- Order appliances, generator, air conditioning/heat unit and electrical box
- Perform site clearing and preparation of warehouse grounds

Responsibility: Project Manager with final approval of President

Month 2 (as soon as the Building Permit is received) - March 2024

- Post Building Permit
- Pour concrete slab
- Metal buildings and materials delivered
- Construct metal buildings, with electrical box, lighting, other
- Install insulation
- Install new electrical box and hook up to the grid
- Install new air conditioning/heating system
- Order shelving

Responsibility: Project Manager with final approval of President

Month 3 - April 2024

- Interior build out
- Receive and install 3 commercial refrigerators, 3 commercial freezers
- Install generator
- Put up shelving
- Project closing: Ensure all project deliverables are completed and meet the required quality standards;. Facilitate project handover to Good Neighbors, ensuring all documentation is provided.

Responsibility: Project Manager with final approval of President and Board

Team Leadership*

Please describe the following:

1. The team and leaders that will be overseeing this proposed project.
2. Their relationship to your organization
3. Their role in this project
4. Whether or not they have overseen similar projects

The team that will be overseeing this proposed project includes Heather Brooke, Founder and President; Michael Cromwell, Treasurer; Dan Johnson, Chief Consultant, Next Level Nonprofits, and the Project Manager, yet to be selected.

Heather Brooke, a graduate of Binghamton University, began her career as a Quality Assurance Specialist with large manufacturing companies on the east coast. From 2000 to 2008 she owned and operated a large-scale day care boarding and grooming facility for dogs 365 days a year in Clearwater. She was both operations and financial manager, working with partner shelters and foster groups. From 2013-2020 she individually

shopped for and donated food and other necessities to area pantries, programs and people in need. In 2019 she founded Good Neighbors. She has been planning a larger food warehouse since 2021, identifying vendors, obtaining bids, and preparing Good Neighbors for the increased capacity of the new warehouse.

Michael Cromwell became treasurer of Good Neighbors in February 2023, although he had already been volunteering nearly daily since 2020. Former catering manager of the Innisbrook Golf and Spa Resort in Palm Harbor (27 years), he was responsible for budgeting, pricing, personnel management, in addition to cooking, and started a Themes and Entertainment Department twice. He will track and manage expenses in concert with the Project Manager and President, and prepare monthly financial statements. He has been involved in minor construction and renovation projects at Innisbrook.

The Project Manager, the CEO of the selected vendor, will be hired to supplement the project team's available time, skills and experience. S/he will be responsible for overseeing the project from execution to completion, ensuring the construction timeline is kept, the project stays within budget, and the project is in compliance with established standards and regulations. All four prospective vendors have impressive capability statements and have overseen hundreds of construction projects locally.

Dan Johnson, Chief Consultant, Next Level Nonprofits, Raleigh, NC. Dan is a consultant to Good Neighbors, advising on operational, governance, program evaluation, and fundraising matters. His contribution will strengthen the sustainability of the project.

Geographic Impact and Priority Populations

The ARPA Nonprofit Capital Project Fund seeks to offset the negative economic impact Pinellas nonprofits faced due to the COVID-19 pandemic. Organizations who serve disproportionately impacted communities will be considered as serving a priority population. There are several ways to determine if your clients were disproportionately impacted.

Examples of disproportionately impacted communities include those who meet at least one of the following descriptions:

- Low- and moderate-income household and communities
- Households that qualify for federal assistance programs, such as SNAP and TANF
- Historically marginalized communities (BIPOC communities, persons with disabilities, LGTBQ+, religious minorities, and other communities that fit in the Equity definition provided on the ARPA website and application)
- Organization located or serve households within a Qualified Census Tract (QCTs)
 - Defined by U.S. Department of Housing and Urban Development (HUD)
 - To assess if your organization serves or is headquartered in a QCT, use this link. 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.

Benefits and Geography of Project*

Please describe how the communities/clients that will benefit from this capital purchase, and how they were disproportionately impacted by the pandemic according to the examples above.

The proposed new warehouse will enable Good Neighbors to serve at least 50% more food insecure persons in Pinellas County. In total, we will be serving over 21% of the food insecure population in Pinellas County, which will help meet the massive amount of new requests caused by the pandemic directly or indirectly. Specifically, Good Neighbors will be able to serve at least 32 new senior communities that have been hard hit by the soaring costs of food, rent and fuel. We will also be able to offer two new public distributions in primarily BIPOC areas of Pinellas County hit hard by the pandemic; these communities have increased their requests for food from Good Neighbors both during and after the peak of the pandemic. The new building will also enable us to serve an additional 1,500 unhoused individuals in Pinellas County, helping to meet the elevated need for food caused by the pandemic-related increase in evictions: an average of 1,637 per month in Pinellas and Hillsborough Counties, according to Eviction Lab. Additionally, the increased amount of healthy fresh food we will be able to distribute will also contribute to the overall health of people who are often forced to settle for cheaper, easier-to-make foods with less nutritional value.

Feeding America, the Census Bureau, the Federal Reserve Board and other government and private agencies compile data that demonstrate that, nationally, Black and Latino families have less wealth than white families (15-20 percent less). Feeding America reports that “persistent racial gaps that are rooted in a history of structural and systemic racism contribute to the food insecurity disparities we see today (Map the Meal Gap). Good Neighbors intentionally provides public distributions in areas of extreme and persistent poverty in Pinellas, understanding the correlation of poverty with food insecurity, and serve communities with large numbers of low-income elderly who struggle with both disabilities and mobility. Residents of all these communities have been disproportionately impacted by the pandemic. The majority of our programming serves low and moderate-income household communities, and over 22% of the population in our service area is BIPOC. Good Neighbors currently serves residents in 10 qualified census tracts in Pinellas County, 216, 246.04, 247.01, 250.17, 251.15, 255.05, 259.01, 261.01, 263, and 264.02. Residents of QCTs make up approximately 15% of the clients we serve.

Headquarters Location*

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your registration with Sunbiz, you may search their database.

100 South Belcher Road #6914 Clearwater, FL 33765

Project Location*

Please provide the address or intersection where the property being modified is.

1676 South Belcher Road Clearwater, FL 33764

Rented Property

You have indicated that the property involved in this proposal is rented. Please answer the questions below.

Tenant Responsibility*

Please explain how your organization is responsible for modifying the building despite being rented. Be sure to describe the length of your organization's lease and to indicate whether or not you have obtained permission from the landlord for the proposed project.

We have rented our current food storage building from St. John's Episcopal Church at 1676 South Belcher Road since June 2021. It was formerly used as a thrift shop and was empty at the time. No rent is charged, but both parties to the agreement anticipate that Good Neighbors will make a \$100 contribution to the church during the lease period. The current lease is dated September 1, 2023, and runs through August 31, 2024.

The lease allows improvements and other changes to the building but only with the written consent of the church. The church is aware of and approves this project. The church pastor and Vestry (governance board) have said they are in agreement with a 20-year lease, but this requires the approval of the South West Florida Episcopal Diocese. There is no doubt that the lease will be approved, but the Diocese will not be meeting to make the final decision before September 29.

It is important to note that Good Neighbors has an excellent relationship with St. John's. The staff and congregation see volunteers taking food in and out 365 days in the year and are proud to be associated with the agency. Members of the church regularly volunteer and/or donate personally, and the church has made regular cash donations to our programs. The church is also considering a grant to help us with the incremental costs of a larger, better equipped warehouse, but no decision has been reached as of this writing.

Landlord*

Please enter the name and address of the property owner/landlord.

St. Johns Episcopal Church

Lease Upload*

Please upload the executed lease you currently have with your landlord. If there are any important circumstances to note, use the text box below.

St Johns Rental Agreement - 2023.pdf

We have uploaded the one-year lease agreement with St. John's Episcopal Church, which expires on August 31, 2024. The church pastor and Vestry (governance board) have said they are in agreement with a 20-year lease, but this requires the approval of the South West Florida Episcopal Diocese. There is no doubt that the lease will be approved, but the Diocese will not be meeting to make the final decision before September 29.

Community Connection

PCF understands the value of authentic and diverse representation in philanthropy and in Pinellas County. To this end, we ask demographic and representation questions to gauge the human impact your organization has on the communities 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.

If your staff, board, executive leadership, or long-term volunteers have personal identities or experiences that allow for a meaningful connection with your clients, please feel free to describe this connection below. When possible, please use internal data or specific details to describe how your organization is representative and connected to the communities you serve.

Good Neighbors exists and functions because of strong ties to people and organizations in Pinellas County and vulnerable people or agencies that serve them. Our leadership has lived and worked in Pinellas for over 20 years. We have over 190 food partners - restaurants and stores in Pinellas County and neighboring Tampa that donate food, often several times a week. We distribute food to senior neighborhoods, mobile home communities, and low-income apartment buildings in Pinellas County. We also serve unhoused populations in Pinellas County at numerous hotels and Pinellas Hope, a tent city, and distribute food to 58 partner agencies, including the Homeless Empowerment Program, in Pinellas County.

Our programs: Nourishing Our Neighborhoods, through which we deliver food and other necessities donated by our food partners to such vulnerable communities as senior neighborhoods, mobile home communities, and low-income apartment buildings, serves 4,800-5,760 individuals in Pinellas County each month. Food with Dignity serves 1,800 to 4,700 individuals in Pinellas who are currently unhoused and living in temporary housing or a tent city. Our third and largest program, Community Feeding the Community, involves providing food to partner agencies in Pinellas County that run soup kitchens or public giveaways. We make it our goal to serve the underserved and to notice the unnoticed. By going into homeless camps, impoverished neighborhoods, and hotels and serving all without discrimination, Good Neighbors reaches out to populations that were not only disproportionately affected by the pandemic in 2020-2021 but have also had the greatest difficulty recovering from the negative impacts of COVID (joblessness, evictions and subsequent homelessness, underemployment, and others).

Our board consists of Pinellas residents who also volunteer for Good Neighbors. Ryan Mitchell is a full-time firefighter with the Pinellas Park Fire Department. Heather herself worked seven years individually shopping for and donating food, hygiene and other necessities to Pinellas County pantries and people in need. Michael Cromwell, the treasurer, met Heather in 2020 when he was running a food preparation and delivery program for the homebound at Northwood Presbyterian in Clearwater. Mara Bonnewell, our secretary, has lived in Clearwater for over 20 years. These volunteers represent well the awareness, compassion and dedication Good Neighbors has to serve the most vulnerable in our county.

Board Membership*

Do your board members consider themselves a member of one or more of the following populations?

- 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

Neurodiverse/physically disabled

Executive Level Leadership Team*

Does your executive leadership team consider themselves a member of one or more of the following populations?

- 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

CEO/Executive Director*

Does your CEO/Executive Director consider themselves a member of one or more of the following populations?

- 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

Neurodiverse/physically disabled

Financial Overview

BIDS MUST BE DATED JULY 5, 2023 OR LATER.

- The file attached below should contain current, verifiable bids, estimates, or price lists [from your potential vendor(s)]. ***Please ensure there is a date noted on the bid or some annotation as to when when you obtained these estimates/bids.***
- If your project costs LESS than \$75,000, you must upload TWO verifiable bids or estimates for the proposed project.
- If your project is **EQUAL TO** or **MORE THAN** \$75,000, you must upload THREE verifiable bids or estimates for your proposed project.
- If you have already selected a contractor for this process and do not have multiple bids to upload, please ensure you answer the narrative questions below thoroughly.

Bid/Estimate #1*

PDF files are accepted.

Project Bids Estimates and Prices.pdf

Bid/Estimate #2

PDF files are accepted.

Bid/Estimate #3

PDF files are accepted.

Selected Contractor*

If you have not yet selected a contractor and have uploaded multiple bids above, please write N/A below or you will not be able to submit your application.

If your organization has already selected a contractor for this proposed capital project, please describe the process through which this contractor was chosen, and be sure to answer:

1. Was there a competitive bid process? That is, were multiple bids collected in order to evaluate multiple contractors? Describe this process (names of contractors, number of bids collected, prices, and why the contractor was chosen).
2. What personnel members at your organization selected the contractor?
3. Has a contract been executed with this contractor? **If yes, upload the contract here. If no, please describe the status of contract.**

If a contractor has already been selected AND a competitive bidding process was not used, the project will lose points.

N/A

Minority/Woman-Owned Business

Is your selected contractor, or the bid you are going to choose if funded, one of the following:

- Small-business enterprise (SBE)
- Disadvantaged business enterprise (DBE)
- Minority and/or woman-owned business (MWBE)

Unknown

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 Detail*

Please upload a clear, easily readable budget that breaks out costs for this proposed project. Ensure that it is clear what portion would be paid for through this grant funding and what would be paid for from other sources. **Be sure that the budget includes 10-20% for contingencies and any costs related to performance and payment bonds for construction projects.**

If you are going to request the permitted indirect cost of up to 5%, please be sure this is represented in your budget.

An example budget is available here.

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

PDF and Excel files are allowed.

Project Budget.xlsx

Other Funding Sources*

Please describe any other funding that your organization has applied for or obtained for this project. This includes but is not limited to Community Development Block Grants (CDBG), local government grants (including Tourist Development Council funding), foundation grants, and donors (you do not need to disclose donor identities, simply amount raised that is allocated to this project). This includes any matching grants or in-kind contributions you may have obtained.

If none, please explain why no additional funding sources have been pursued.

Please be sure all funding sources below are represented in the "Applicant Match" column in the Budget Summary you have uploaded above.

We have discussed a possible grant for this project with St. John's Episcopal Church but no decision has been made. Such a grant would be used to cover the incremental operating costs (electricity and pest control) listed under Applicant Match while the project is underway and thereafter, as well as any cost overruns that cannot be covered by Contingency or Indirect funds. Thus, the support of St. John's would contribute to the sustainability of the project.

As noted earlier, we have numerous new food donors ready to have us pick up food as soon as we have the capacity to store and repack it, and we have new communities eager to receive food from us. Solicitations are handled by Heather Brooke, with advice from board members and Good Neighbor's consultant.

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 project **decreases** ongoing operating costs, how will it do so?
- If this project **does not affect** operating costs, please note so below.

The project is expected to increase operating costs less than \$5,000 a month (electricity, pest control, fuel, temporary staff for back office tasks and laborers hired at \$12/hour to move food pallets). Electricity costs are mediated by the efficiencies of larger appliances. Nevertheless, the air conditioning system will require more electricity than the current window units. Our treasurer has estimated these incremental costs in budget projections through Dec. 2025. We will cover new expenses with interest earned on \$60,000 in money market funds to be established by Sept. 29, 2023, new donations prompted by publicity about our new warehouse, new solicitations and, if necessary, withdrawals from our checking/savings account (\$86,142). We do not think the project cost will decrease because inflation rate is 3.5 to 4.0%, but, if so, we will use the excess for programs. Because our programs will be expanding significantly, it is doubtful that there will be no impact on operating funds.

Fund Management Capacity*

Please describe your organization's capacity to manage these potential ARPA funds in terms of fiscal management and financial infrastructure.

This includes, but is not limited to, the use of accounting software that can track a general ledger and multiple accounts and the ability to work on a reimbursement-basis.

The inability to handle a reimbursement-based grant does not disqualify your organization from applying.

The treasurer who took office in February 2023 has brought our financial management capacities to a new level. Michael Cromwell managed a large catering operation at Innisbrook Resort for 27 years as well as his own business. He has led our purchase of QuickBooks and is reformatting our monthly and annual financial statements accordingly. The funds in our checking account will be segregated into checking (unrestricted and temporarily restricted) and savings/reserves (money market funds, permanently restricted), and we will have both a Statement of Activity as well as a Statement of Financial Position monthly and annually. It is obvious that the \$86,142 we have in checking and savings (as of September 20, 2023) is not sufficient to cover the entire cost of the project. We have raised the matter of a short-term loan with the Pinellas Community Foundation, but no decision can be made until a grant is awarded. We are prepared to seek other options if necessary.

Corrective and Investigative Action/Grant Recall*

In the past three (3) years, has your organization had any of the following occur:

1. Been under legal investigation by a local, state, or federal institution?
2. Been placed on a corrective action plan by a funder?

3. Had grant funding recalled by a funder?

If yes, please describe the investigation, corrective action plan and/or grant recall, and the current status of such incidents. If no, write "N/A"

N/A

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.

Board Approved 2023 Budget.pdf

Board of Directors List*

Please upload a current list of members of your organization's Board of Directors. Excel, Word, and PDF formats are acceptable.

Good Neighbors Board Members and Officers.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.

IRS 2021 Good Neighbors return.pdf

We had to file an extension for our 2022 990 due to ineffective assistance from our former CPA firm. We have contracted with a new CPA firm and will be filing that by the extended deadline of November 15th. Attached is our 2021 990.

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.

Good Neighbors 2022 Financial Statements.pdf

Attached are our most recent (2022) financial statements, including a statement of financial position and a statement of activities. We have not had the available resources to spend on an audit.

Insurance

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 project. 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.

Liability Insurance Coverage.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 monthly expenditure reports until their project is completed and their contract is closed out.

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

Additional Upload

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

[Good Neighbors Additional Documents.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?

In our additional information is a document from the Tampa Bay Network to End Hunger indicating the number of pantries/foodbanks that had closed due to COVID in 2020 (in red), numerous more have permanently closed and/or reduced hours since causing demand to rise for Good Neighbors. The document would fit under negative economic impact. Also attached are our 501c3 determination letter and the capabilities of the project vendors we acquired bids from. Thank you for your time and consideration.

File Attachment Summary

Applicant File Uploads

- Negative Economic Impact.pdf
- St Johns Rental Agreement - 2023.pdf
- Project Bids Estimates and Prices.pdf
- Project Budget.xlsx
- Board Approved 2023 Budget.pdf
- Good Neighbors Board Members and Officers.pdf
- IRS 2021 Good Neighbors return.pdf
- Good Neighbors 2022 Financial Statements.pdf
- Liability Insurance Coverage.PDF
- Good Neighbors Additional Documents.pdf

Good Neighbors Negative Economic Impact Documentation

Increased Need

- Page 2..... Feeding America Meal Cost Increase Graphic
- Page 3..... Florida Department of Agriculture Child Food Insecurity Increase Graphic

Increased Operational Costs

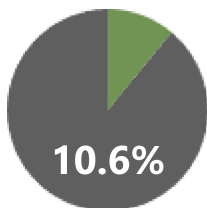
- Page 4..... U.S. Energy Information Administration Price of Gasoline Increase Chart



2021 OVERALL FOOD INSECURITY & FOOD COST IN THE US

STATE FOOD INSECURITY RATE

FOOD INSECURE PEOPLE: 2,314,370



10.6%
OF STATE
POPULATION

10.4 NATIONAL FOOD INSECURITY RATE

ESTIMATED PROGRAM ELIGIBILITY AMONG FOOD INSECURE PEOPLE



43% Above SNAP threshold of 200% poverty
57% Below SNAP, Other Nutrition Programs threshold of 200% poverty

Average Meal Cost

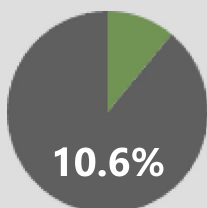
State
\$3.75

National
\$3.59

Pinellas County, Florida

COUNTY FOOD INSECURITY RATE

FOOD INSECURE PEOPLE: 102,010



10.6%
OF COUNTY
POPULATION

ESTIMATED PROGRAM ELIGIBILITY AMONG FOOD INSECURE PEOPLE



34% Above SNAP threshold of 200% poverty
67% Below SNAP, Other Nutrition Programs threshold of 200% poverty

Average Meal Cost

County
\$4.18

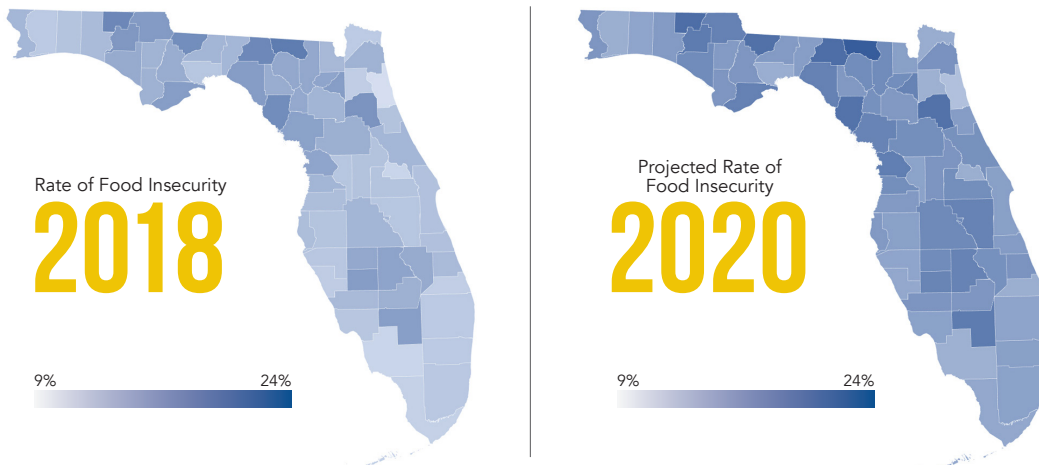
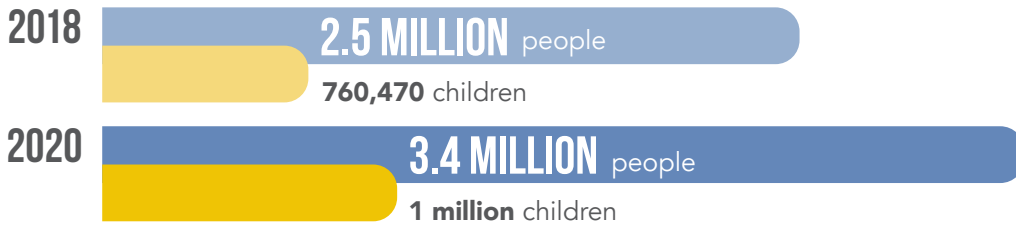
National
\$3.59

Hunger exists in every corner of the United States, but as Feeding America’s Map the Meal Gap study shows, food insecurity looks different from one county to the next. In addition to providing data about the prevalence of food insecurity at the local level, Map the Meal Gap estimates the share of food insecure individuals who are income-eligible for federal antihunger programs and provides local variations in food costs.

The study finds that many food insecure individuals do not qualify for federal nutrition programs and must rely on charitable food assistance, suggesting that complementary programs and strategies are necessary to reach food insecure individuals at different income levels. By providing information about hunger at the local level, Map the Meal Gap can help policymakers and service providers identify strategies to best reach those in need of assistance.

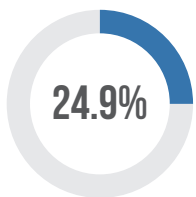
COVID-19: Unveiling Its Impact on Food Insecurity in Florida

FOOD INSECURITY IN FLORIDA 2018 VS. 2020

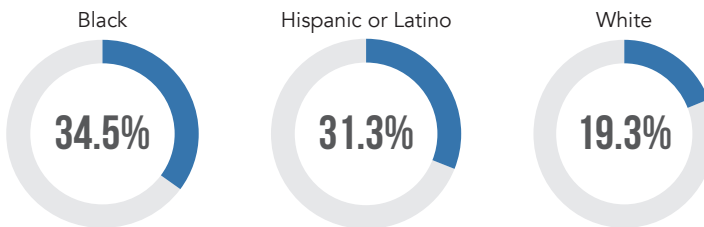


RATE OF HOUSEHOLD FOOD INSECURITY BY RACE/ETHNICITY, MAY 5–JULY 21, 2020

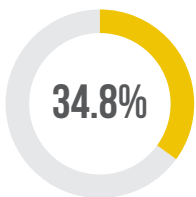
All Respondents:



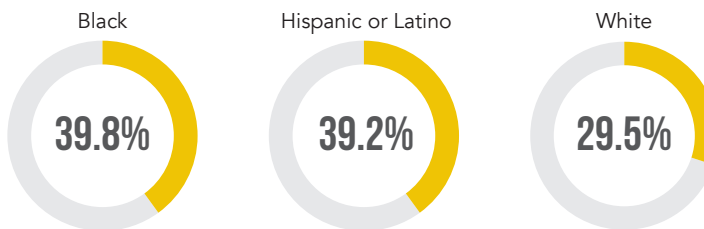
All Respondents by race/ethnicity:



Respondents with children:



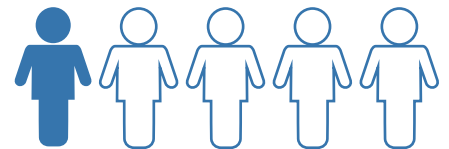
Respondents with children by race/ethnicity:



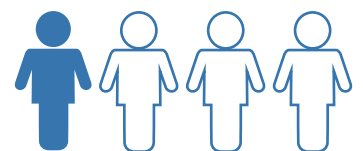
COVID-19's economic impact has dramatically increased food insecurity, especially among children.

FOOD INSECURITY AMONG CHILDREN IN FLORIDA

In 2018, **1** in **5** children in Florida were food insecure.



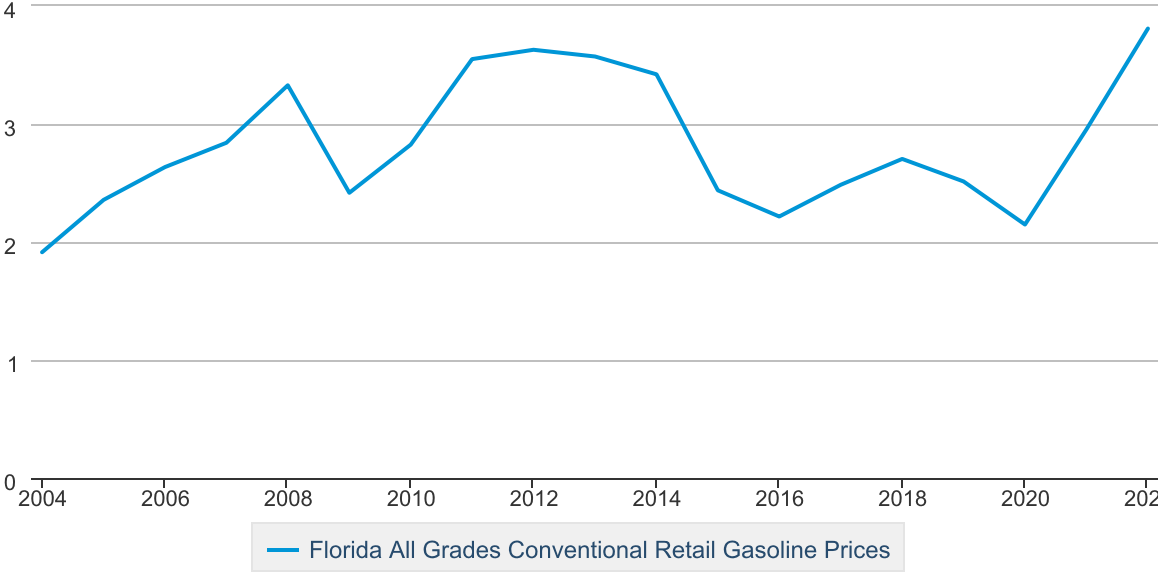
In the wake of the 2020 pandemic, **1** in **4** children in Florida are estimated to be food insecure.



This institution is an equal opportunity provider.

Florida All Grades Conventional Retail Gasoline Prices

Dollars per Gallon



Facility Use Agreement

This Facility Use Agreement is made this 1st day of September 2023, by and between St. John's Episcopal Church, hereinafter referred to as the "Church," having an address of 1676 South Belcher Road, Clearwater, Florida 33764, and Good Neighbors, Inc., having an address of 100 South Belcher Road, # 6914, Clearwater, Florida 33764, hereinafter referred to as "User." The Church and User, collectively referred to herein as the "Parties," agree as follows:

This Agreement sets forth the relationship and responsibilities between the Parties. All references to the Church herein shall be construed to include the Episcopal Diocese of Southwest Florida, hereinafter referred to as the "Diocese." It is integral to this Agreement that User is a non-profit corporation, organized and operated exclusively for charitable purposes in accordance with Section 501(c)(3) of the Internal Revenue Code. User's mission is to connect food and other essentials to persons in need.

1. **DESCRIPTION OF PREMISES:** User wishes to use and the Church agrees to license User to use and occupy the Church's facilities described as the former thrift shop building located on the Church's property, 1676 South Belcher Road, Clearwater, Florida 33702, hereinafter referred to as the "Premises."

2. **USE OF PREMISES:** The Church authorizes use of the Premises by User and User hereby agrees to use the Premises solely for the purpose of receiving, storing, assembling, packaging and otherwise managing donated food items and other essentials for delivery to persons in need in accordance with User's mission. As part of this use, User may also use a portion of the Church's parking lot for their workers' and volunteers' vehicles while on Church property and User will be provided access to the Church's parish hall lavatories accessible from the outside. Any change in use of the Premises other than as described above shall only be allowable upon prior written consent of the Church. The Church reserves the right to limit use of the facilities to those compatible with the established purposes of the Church.

3. **TERM OF AGREEMENT:** This Agreement shall be for a period of one year, commencing on the first day of September 2023 and expiring at midnight on the thirty-first day of August 2024. ("Renewal Term"). User may request that this Agreement be renewed for another term upon written notice to the Church no less than 60 days prior to the expiration of this Renewal Term or any subsequent renewal period.

4. **EXPENSES:** In light of User's non-profit corporation status and its mission, no payment of rent is required by this Agreement. User and Church anticipate, while not required, that User will make a donation to the Church in the amount of \$100 for the term of this Agreement and for any subsequent term. User will be responsible for paying the electric bill associated with the electric meter serving the Premises.

5. **INDEMNIFICATION:** User understands and agrees that it uses the Premises at its own risk. User further agrees that it shall be liable to the Church for and shall

indemnify, defend and hold the Church completely harmless without limitation against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses that may be brought against or suffered by the Church arising from use of the Premises by User, its agents, employees, subcontractors, clients, volunteers, children, or other persons participating in User's activities and any other persons whom User allows on the Premises.

6. **PREMISES IMPROVEMENTS:** User agrees that no improvements, alterations, or changes shall be made to the Premises without first obtaining the Church's consent in writing, which consent shall not be unreasonably withheld. User may install and operate security cameras and related equipment for its own use. Any such improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations.

7. **LICENSES AND PERMITS:** User represents and warrants that it is in compliance with all applicable laws affecting its activities and use of the Premises, including occupational health and safety requirements, workers compensation for its employees if applicable, business licenses, and fees or taxes. A copy of any and all local, state or federal permits acquired by User which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Church and/or its agents or any local, state, or federal officials upon demand. Furthermore, User represents that it has inspected the Premises and will occupy the Premises in its "as is" condition as of the date hereof. The Church makes no representation or warranty to User concerning the Church's compliance with any law, rule, regulation, or policy governing the condition, status, or use of the Premises.

8. **INSURANCE:** User shall provide to the Church at least three days prior to User's initial use of the Premises or any renewal thereof a certificate of liability insurance current and valid through the last date on which the User is authorized to use the Premises pursuant to this Agreement. Such insurance shall be what is reasonably required in the opinion of User to address the risks applicable to User's activities. Certificates of insurance shall name the Church and the Diocese as additional insureds. User shall inform the Church immediately in the event of cancellation or nonrenewal of such insurance.

9. **TERMINATION:** The Church may terminate this agreement immediately if (a) in the Church's sole discretion User's activities are inconsistent, incompatible, or otherwise not in accordance with the mission statement or values of the Church, or (b) User's insurance as required by Paragraph 8 of this Agreement has been cancelled or has ceased to be current and in force. Failure to pay the electric bill as required by Paragraph 4 of this Agreement shall be grounds for termination of this Agreement following notice and opportunity to cure.

10. **OBLIGATIONS OF USER:** The User shall be primarily responsible whenever needed for the maintenance and general upkeep of the entranceway leading into the Premises, so that it is kept in a neat, safe and presentable condition. User shall also

be responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which User, or its volunteers and workers, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, etc., and User shall properly maintain the Premises in a good, safe, and clean condition. User shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules regulations or ordinances.

11. **ASSIGNMENT:** User may not transfer or assign this Use Agreement.

12. **DAMAGE TO PREMISES:** In the event the Premises shall be destroyed or damaged as a result of any fire or other casualty, it is understood that in no such event shall the Church be obligated to restore, replace or rebuild the Premises. In such occurrence, the Church may permit User to repair the damaged Premises or vacate the Premises and terminate this Agreement.

13. **SAFEGUARDING GOD'S PEOPLE:** User acknowledges that it has been informed of the Safeguarding God's People program of the Episcopal Church. The Church has provided User with a copy of the Diocese's Safeguarding policies and procedures. By executing this Use Agreement, User confirms that it has received this information, understands its implications and agrees to abide by the guidelines contained therein.

14. **NOTICES:** Notices to be served upon the Parties shall be addressed to the following:

The Church: Office Administrator
 St. John's Episcopal Church
 1676 South Belcher Road
 Clearwater, FL 33764
 Email: Jandavis.stjohns@gmail.com

User: Heather Brooke
 Good Neighbors, Inc.,
 100 South Belcher Road #6914
 Clearwater, FL 33764
 Email: foodrunner72@gmail.com

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.


Agreed to this 1st day of September 2023, in Pinellas County in the State of Florida.




Witness



Witness



Senior Warden
Name and Title
St. John's Episcopal Church



Executive Director
Name and Title
Good Neighbors, Inc.

Good Neighbors New Warehouse Project Bids, Estimates, and Prices

Turnkey Bids (Includes project manager, design, site clearing, delivery, concrete, construction, insulation, air conditioning/heating, electric, and interior build-out.)

Page 2.....	Bettencourt Construction (\$285,000)
Page 6.....	England Brothers Construction Company (\$200,000)
Page 7.....	SkyEco (\$198,050)
Page 8.....	M2 Construction (\$235,000)

Shelving Pricing (x8)

Page 9.....	Ironton - \$249 ea.
Page 10.....	SafeRacks \$189.99 ea.
Page 11.....	Sam's Club \$199.98 ea.

Commercial Freezer Pricing (x3)

Page 12.....	OMCAN \$8,588 ea.
Page 13.....	Walmart \$8,257 ea.
Page 14.....	KaTom Restaurants \$8,602.43 ea.

Commercial Refrigerator Pricing (x3)

Page 15.....	KaTom Restaurants \$7337.70 ea.
Page 16.....	Everest \$7,508.78 ea.
Page 17.....	KaTom Restaurants \$7819.29 ea.

Generator Pricing (x1)

Page 18.....	Generac 24kw \$6,397
Page 19.....	Kohler \$5,135
Page 20.....	Generac 18kw \$4,847



6798 Crosswinds Drive No. E101 St. Petersburg Fl. 33710

September 27, 2023

Project: Good Neighbors Metal storage building

Attn: Heather Brooke

Subject: Bettencourt Construction Pre-Construction Agreement – Good Neighbors Metal storage building

Dear Heather Brooke,

Further to our meeting(s) and conversation(s) therein, Bettencourt Construction proposes a Pre- Construction Agreement of Project Delivery on the Subject project.

Phases

We've broken down the project into two (2) phases which can operate concurrently.

Allow 5 week to complete Phase 1

Phase 1 – Preconstruction: During this phase, Bettencourt Construction contracts with an Architect and Engineer to design Full Project Plans and Specifications for the construction of Good Neighbors Metal storage building with Owner input on design, budget, and criteria, along with Bettencourt Construction's input on constructability, fabrication and procurement lead times for construction schedule and the creation of a Full Construction Drawing Set.

Project budget is set at \$285,000. 00



6798 Crosswinds Drive No. E101 St. Petersburg Fl. 33710

- Basic Scope:
1. Supply and install footers and a 6" slab for both buildings.
 2. Install a 30' x 65' Steel 2" x 2" tubular steel metal building.
 3. Install a 12' x 40' Steel 2" x 2" tubular steel metal building.
 4. Both building will receive R 30 in ceiling and R19 in walls
 5. 30' x 65' building will receive a 5ton package unit AC System
 6. 12' x 40' building will receive a 2.5ton package unit AC System
 7. Both building will receive sub panels and all proper electrical

Allow 4 week to complete Phase 2

Phase 2- Once the fully approved Construction Drawings are complete, an accurate take-off and estimate based on a budgeted framework can be created, a contract with a Accurate Contract amount will be issued.

Bettencourt Construction's duties during this phase (Phase2) is to negotiate subcontractor pricing and terms on behalf of the Owner, manage subcontractor's work and manpower, manage construction schedule, inspect work in accordance with drawings and specs, enforce the standards of the contract, schedule and facilitate the necessary inspections and approvals for construction and Certificate(s) of Occupancy, deliver project to Owner after final punch list is complete.



6798 Crosswinds Drive No. E101 St. Petersburg Fl. 33710

Good Neighbors Metal storage building

Fee to Complete phas1 will be \$28,500.00 which will be deducted from the contract price.

*A detailed construction schedule shall be completed at the end of Phase 1, as all details and scope will be outlined affording the ability to create an accurate construction schedule to manage both construction and milestone. We appreciate the opportunity to win your business and look forward to successfully delivering the project for you, on time, on budget and accurately.

If you have any questions, please feel free to reach out any time.

Thank you,

Bryan Bettencourt

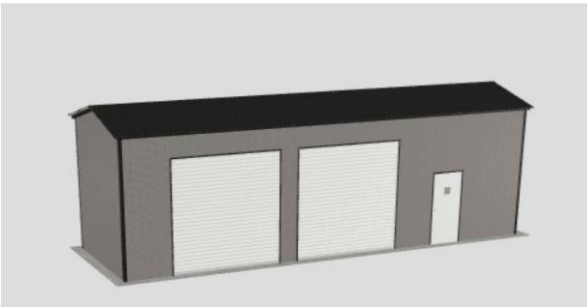
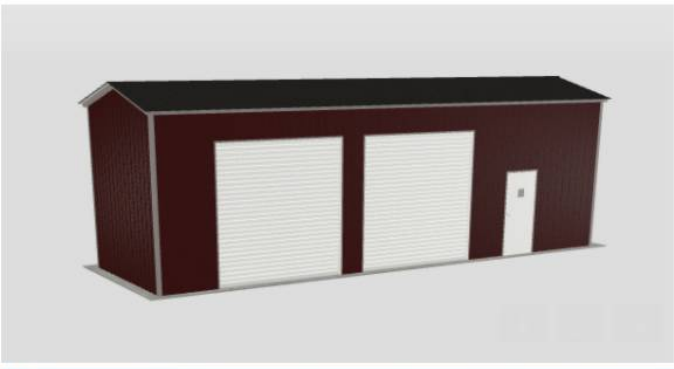
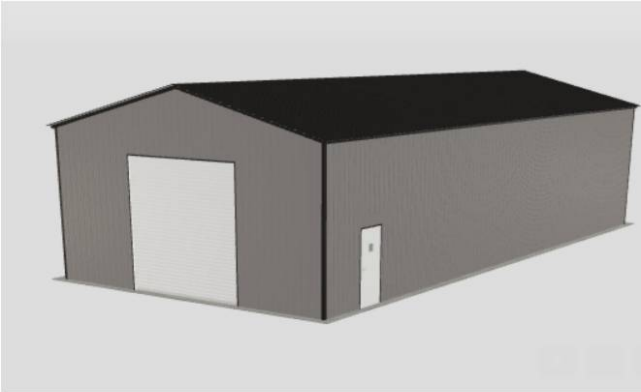
Heather Brooke

Sign and Date

Sign and Date

Bettencourt Construction

Project Executive
727-259-5485





CONSTRUCTION BUDGET

To: Heather Brooke
Good Neighbors
1676 S. Belcher Rd.
Clearwater, Fl,

27 Sep. 23

REF: 2 New Metal Bldgs. (1) 30 x 65 x 14 and (2)12 x 40 x 12

Mrs. Brooke

Based on our conversation, recent project pricing, and square footage I would consider a budget of **\$200,000.00**. This includes the concrete slabs, metal buildings, insulation, interior build out, electric, HVAC, and a small amount of site work outside the building footprints

EXCLUSIONS

Fire Protection, Plumbing, Flooring, Paint, Site engineering, Surveying, Impact fees, Vendor Fees, or anything not mentioned above


Phillip England



Professional Service • Quality Work

SKYECO CONSTRUCTION AND ROOFING LLC

7515 Islander Ln Hudson Fl 34667 727 475 0339 cgallagher@Skynecogroup.com
CBC058145 – CCC1331671

DATE: 9/28/23

CUSTOMER: Good neighbors

ADDRESS: 1676 S Belcher Rd Clearwater

EMAIL: Heather@goodneighborsfl.org

PHONE: 727 314 1373

CONTRACT

Scope

**2 metal building 30 x65 x 14, 12 x 40 x 12 and concrete pads, electrical, and insulation
Price includes plans, permits, all material and labor, concrete pump and building
erection.**

TOTAL \$198,950

PAYMENTS

10% on signing

40% ready to pour

30% when concrete is poured

20% when buildings are erected

Warranty Info:

Labor: We provide a (1) year warranty on any labor defects. Material defects would be covered under manufacturer's warranties Excluded in warranty is any damage caused from weather related issues and acts of god.

Manufacturer's Warranty: Upon final payment, Skyeco provides applicable manufacturer's warranty

Price is contingent on Skyeco providing all of the above. If items are deleted line-item pricing may be affected. Price assumes pouring concrete on a level. Unless specially mentioned, excavation, removal of dirt from site or additional fill is not included in price. Due to soil and weather conditions that our prevalent in Florida, concrete is prone to crack. Skyeco will due it's best to ensure this does not happen but can not guarantee it will not.

NOTE – ANY WORK NOT SPECIFICLY OUTLINED IN THE ABOVE SCOPE OF WORK IS NOT PART OF THIS CONTRACT AND IS NOT INCLUDED IN THE PRICE.

NOTE – ALLOWANCES ARE USED WHEN AN EXACT COST CAN NOT BE DETERMINED AT TIME OF EXECUTION OF CONTRACT. IF ALLOWANCE IS NOT COMPLETELY USED THE BALANCE WILL BE REFUNDED TO THE HOMEOWNER. IF ACTUAL ALLOWANCE AMOUNTS OF WORK PERFORMED EXCEEDS ALLOWANCE, THE HOMEOWNER IS RESPONSIBLE FOR DIFFERENCE. ALL ALLOWANCE ITEMS ARE SUBJECT TO A MARK UP OF 10 % OVERHEAD AND 10% PROFIT OF HARD COSTS OF SUPPLIED MATERIALS

Homeowner MUST have funds available to pay the day work is completed. Failure to do so will constitute immediate breach of contract.

NOTICE TO OWNER (NTO) – Florida construction law REQUIRES that contractors file an NTO on the property within 45 days of commencement of work. THIS IS NOT A LIEN NOR IS IT STATING THAT SKYECO IS FILING A LIEN.

All Proposals subject to approval of management. Contractor to perform all work in good workmanlike manner. In the event of cancellation of this contract before work is started. Owner shall pay to

Contractor on demand, THIRTY THREE percent (33%) of the contract price as it's demand for the breach. Contractor not responsible for consequential damages.

This proposal will expire 30 days from date unless extended in writing by the company. After 30 days, we reserve the right to revise our price in accordance with current costs. The contract shall become binding upon acceptance by Contractor and constitutes the entire understanding of the parties and no other understanding, alteration, verbal, collateral or other, shall be binding unless in writing and signed by both parties.

Past due sums bear interest at the rate of Eighteen percent (18%) APR. The homeowner will be liable for all fees associated in the effort to collect outstanding balances. All disputes, with the exception of placing liens on properties, will be addressed through binding arbitration to be held in Pasco county Fl. Replacement of the deteriorated decking, faces, ventilators, a/c ducts, chimney flashing, or materials, unless otherwise stated in the contract are not included. Labor Warranty does not cover pre-existing conditions and damage to roof caused by: acts of god, lightening, gale force wind (50 mph), tornado, hailstorm, impact of foreign objects, violent storm or casualty, damage due to settlement, distortion, failure of the roof deck, walls of foundation, pounding of standing water due to drainage, deflection, insufficient slope, mold, termites, dry-rot, or mildew. While contractor will do it's best to ensure there is no damage to home owners' property, contractor is not responsible for any type of consequential damage.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may have your legal ownership rights in your home. **THE FOLLOWING IS REQUIRED TO BE PART OF ALL RESIDENTIAL CONSTRUCTION CONTRACTS IN THE STATE OF FLORIDA**

Contractor is not responsible for consequential damage that may occur.

KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. This contract is governed by the following:

**REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS –
CONSTRUCTION DEFECTS**

558.005 Contract provisions; application.—

(1) Unless a claimant and a potential defendant have agreed in writing to opt out of the requirements of this section, the provisions of this chapter shall apply to any claim for legal relief for which the agreement to make the improvement was made after October 1, 2009, and for which the basis of the claim is a construction defect that has arisen after completion of a building or improvement.

(2) For a claim of a construction defect pursuant to contracts for improvement entered into as described in this subsection, the following applicable notices are required:

(a) Between July 1, 2004, and September 30, 2006, which contract contains the notice as set forth in paragraph (3)(a) and is conspicuously set forth in capitalized letters.

(b) Between October 1, 2006, and September 30, 2009, which contract contains the notice set forth in paragraph (3)(b) and is conspicuously set forth in capitalized letters.

(3)(a) The notice required by paragraph (2)(a) must be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(b) The notice required by paragraph (2)(b) must expressly cite this chapter and be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(4) At any time, a claimant and the person to whom notice is served or otherwise must be served under s. 558.004(1) may agree in writing to pre action mediation or otherwise alter the procedure for the notice of claim process described in this chapter.

(5) Notwithstanding the notice requirements of this section for contracts entered into on or after October 1, 2006, this chapter applies to all actions accruing before July 1, 2004, but not yet commenced as of July 1, 2004, and failure to include such notice requirements in a contract entered into before July 1, 2004, does not operate to bar the procedures of this chapter from applying to all such actions.

(6) Notwithstanding s. 558.003, unless the parties agree that this chapter does not apply, after October 1, 2009, any written contract for improvement of real property entered into between an owner and a contractor, or between an owner and a design professional, must contain substantially the following notice: “ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.” The failure to include in the contract the notice provided in this subsection does not subject the contracting owner, contractor, or design professional to any penalty. The purpose of the contractual notice is to promote awareness of the procedure, not to be a penalty.

REGULATION OF PROFESSIONS AND OCCUPATIONS

489.1425 Duty of contractor to notify residential property owner of recovery fund.—

(1) Each agreement or contract for repair, restoration, improvement, or construction to residential real property must contain a written statement explaining the consumer’s rights under the recovery fund, except where the value of all labor and materials does not exceed \$2,500. The written statement must be substantially in the following form:

FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

The statement must shall be immediately followed by the board’s address and telephone number as established by board rule.

(2)(a) Upon finding a first violation of subsection (1), the board may fine the contractor up to \$500, and the moneys must be deposited into the recovery fund.

(b) Upon finding a second or subsequent violation of subsection (1), the board shall fine the contractor \$1,000 per violation, and the moneys must be deposited into the recovery fund.

REAL AND PERSONAL PROPERTY LIENS, GENERALLY

713.015 Mandatory provisions for direct contracts.—

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

Home Owner Signature: _____

Date: _____

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made outlined above.

Skyeco Signature: _____

Date: _____



September 29, 2023

To whom it may concern,

I am interested in your building project for Good Neighbors Nonprofit Food Charity at 1676 Belcher Rd., Clearwater, FL. 33764.

This letter is to provide budget amount for;

Building Metal structure measuring 30' X 65' X 14' and second Metal structure measuring 12' X 40' X 12'. This includes plans, permit, concrete pads, insulation, AC/mechanical and full electric for both.

\$235,000.00

A handwritten signature in black ink, appearing to read 'Michael Middleton', is written over a light blue horizontal line.

Michael Middleton

M2 Construction, LLC

738 Lantana Ave.

Clearwater, FL. 33767

727-631-2603



Roll over image to zoom in



SIZE

Ironton 4-Tier Industrial Shelving Rack - 77in.W x 24in.D x 72in.H Model# 2611T002

Visit the Ironton Store
4.0 58 ratings

\$249⁹⁹

Or \$41.67 /mo (6 mo). [Select from 2 plans](#)

Save up to 10% with business pricing. Sign up for a Business account

Number of Shelves: 4

Special Feature: Heavy Duty

Product Dimensions: 24"D x 77"W x 72"H

Age Range (Description): Adult

Brand: Ironton

Assembly Required: Yes

[See more](#)

Material
Alloy Steel

Mounting
Floor Mount

Shelf Type
Tiered Shelf

Shape
Rectangular

About this item

- All steel construction for industrial-strength storage
- 4-tier rack stands 72in.H and features four 77in.W shelves
- Each shelf has 2000-lb. load capacity
- Each shelf has 3 cross braces
- Wire mesh deck allows air to circulate around contents

Customer ratings by feature

Easy to assemble	4.4
Sturdiness	4.3
Value for money	2.6

[See all reviews](#)

[Report incorrect product information.](#)

with business-only pricing.

[Create a free account](#)

Frequently bought together



+



Total price: \$419.98

[Add both to Cart](#)

One of these items ships sooner than the other.



SafeRacks Garage Shelving

Item 1259404

★★★★☆ 4.0 (5241) [Write a review](#)

Your Price **\$189.99**

Shipping & Handling Included*

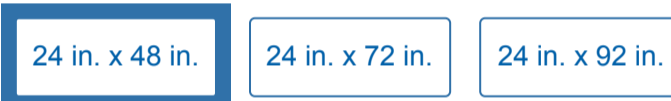
Features:

- Freestanding Shelf
- Durable Powder Coat Finish
- Adjustable Shelf Heights
- Sturdy All Steel Construction
- 3 Size Options Available

Color: Gray



Unit D x W/L: 24 in. x 48 in.



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Delivery

Estimated Monday, October 9 if ordered now.
Delivery ZIP Code: **33755**
[Change](#)

Quantity selector: 1

[Add to Cart](#)

[Add to List](#)

Compare Product

Feedback



Product Details

Specifications

Shipping & Returns

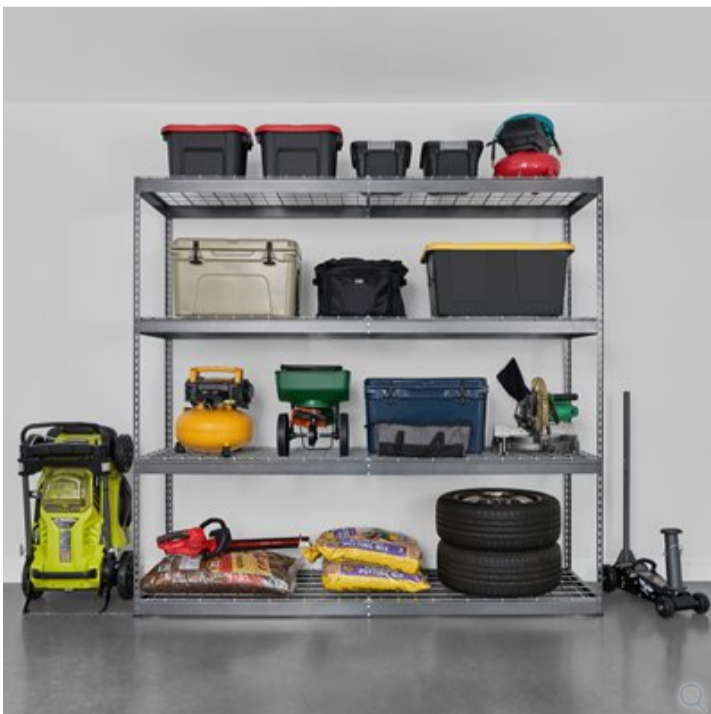
Reviews

Product Details

Limit 5 per member.

Each Combo Kit is shipped in separate boxes. Boxes may be delivered 1-2 days apart due to the different sizes of packages.

Product details have been supplied by the Manufacturer, and are hosted by a third party.



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Get \$30 when you open a new account and spend \$30*

*Click Apply now to learn how

Purchase amount	\$1,747.52
Statement credit	-\$30.00
Cost after credit	\$1,717.52

[Apply now](#)

Cart (8)

Shipping items (8)

Shipping to 33764



Member's Mark 4-Shelf Industrial Storage Rack
Item 990283532

- 8 +

\$1,599.84

[Remove](#) [Save for later](#) [Pick up instead](#)

Total

Subtotal (8 items) \$1,599.84

Est. shipping costs ⓘ \$147.68

Shipping to 33764

[+ Become a Plus member](#)

Free shipping on most items

Sales tax (calculated in checkout) -

Est. total **\$1,747.52**

[Begin checkout](#)

[Subject to terms and conditions](#)

*Prices of tobacco items may vary in club and online.

Deals and offers

[Sign in](#) or [register](#) your membership to see your eligibility

[Add an offer code](#)



Mini Freezer 1.2 Cu.ft by R.W.FLAME, Upright Compact Freezer with Removable Shelf and Adjustable Temperature Control, Single Door Freestanding Freezer, Small Freeze...

★★★★★ 348

\$149.99

Save \$35 with coupon



Only 2 left in stock - order soon.

Appliances > Refrigerators, Freezers & Ice Makers > Freezers > Upright Freezers

Sponsored



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OMCAN 50027 81-INCH REACH IN FREEZER WITH 3 DOORS AND 72 CU. FT. CAPACITY

Brand: Omcancan

\$8,588.00

Delivery & Support

Select to learn more



Ships from Cloud Commercial Sales
Eligible for Return, Refund or Replacement within 30 days of receipt
Customer Support

Eligible for Return, Refund or Replacement within 30 days of receipt

Brand: Omcancan

Door Material Type: Stainless Steel

Wattage: 1320 watts

Door Orientation: Top

Specification Met: Reach

About this item

- TEMPERATURE RANGE : -22°C to -18°C / -8°F to 0°F. MAX AMBIENT TEMP RATING: 90°F
- ELECTRICAL: 110V/60Hz/1Ph. AMPS: 12. HORSEPOWER: 1 1/4
- REFRIGERANT: R290. ISOLATION MATERIAL: cyclopentane. COOLING SYSTEM: Ventilated
- EXTERIOR DIMENSIONS (WDH): 81" x 32" x 82.5" / 2054 x 818 x 2095 mm. NUMBER OF SHELVES: 9

\$8,588.00

FREE delivery October 4 - 11. Details

Choose location for most accurate options

Only 1 left in stock - order soon

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Sold by Cloud Commercial Sales
Returns Eligible for Return, Refund or Replacement within 30 days of receipt
Payment Secure transaction

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Other Sellers on Amazon

\$8,598.00 & FREE Shipping

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Sold by: Plant Based Pros

Have one to sell?

Sell on Amazon




R.W.FLAME Upright Compact Freezer 2.3 Cu.ft, Freestanding Mini Freezer...

★★★★★ 348

\$144.49

Sponsored

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 Checkout



Beverage Air FB72HC-5S 75" Three Section Reach In Freezer, (3) Solid Doors, 208-230v/1ph
KaTom #: 118-FB72HC5S

Quantity:

1

Update

Sold By: Each

Item Total: \$8,602.43

 Remove

Subtotal

\$8,602.43

Commercial 

at Zip Code

Calculate

 Checkout

OR

Check out with 

 Items Saved For Later

To view your items saved for later or start saving, Sign In or Register.



Maxx Cold Food Service

Maxx Cold Triple Door Merchandiser Freezer, Black Exterior, 72 cuft

\$8,257.00 Price when purchased online

1 added

Free shipping, arrives by Thu, Oct 5 to Clearwater, 33763

Want it faster? Add an address to see options

More options

Sold and shipped by Kitchen Discounts LLC


View seller information

Free 90-day returns Details

Add to list

Add to registry


Your Shopping Cart

 Checkout



Beverage Air HR3HC-1S 78" Three Section Reach In Refrigerator, (3) Left/Right Hinge Solid Doors, 115v

KaTom #: 118-HR3HC1S

 Accessories

Quantity:

3

Update

Sold By: Each

Item Total: \$22,013.10

 Remove


Subtotal

\$22,013.10

Commercial 

at Zip Code

Calculate

 Checkout

OR


Check out with 

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Sign in

New customer? [Start here.](#)



Only 2 left in stock - order soon.



Everest ESRF3 74-3/4" Commercial Reach-in Refrigerator Freezer Combo for Restaurant Hotel Kitchen Deli Cafeteria | 68 Cu Ft Capacity | 3-Solid Door, 9-Shelf | LED Lighting, Stainless Steel, 115V, NSF

Brand: Everest Refrigeration

\$7,508⁷⁸

Delivery & Support

Select to learn more



Ships from Amazon.com



Eligible for Return, Refund or Replacement within 30 days of receipt



Customer Support

Click image to open expanded view

- **CABINET CONSTRUCTION:** Heavy-duty stainless-steel interior / exterior with rounded corners for a hazard-free workspace. Insulated interior wall between refrigerator and freezer compartments. Galvanized steel top, bottom and rear. 2.5" thick high density polyurethane insulation. · Four 5" swivel casters with locks on front set.
- **LIGHTING:** Energy efficient silicone coated and shatter-proof LED lighting provides bright, high color illumination with low heat output.
- **DOORS:** Heavy-duty stainless-steel interior / exterior. 2.5" thick high density polyurethane insulation. Frame heaters prevent exterior moisture build up. Self-closing with adjustable torsion system for a positive seal. Snap-in magnetic door gasket make cleaning and replacement an easy process. High strength, recessed door handles. Pre-installed door locks keep your items safe from theft. Field reversible.
- **SHELVING:** Epoxy coated, steel wire shelves. Height adjustable stainless steel clips
- **TEMPERATURE CONTROL:** Multi-function digital controller with easy-to-read LED display. Factory preset temperature, 35°F for refrigerators and -4°F for freezers. Temperature setting range from 33° F to 54°F for refrigerators and -10°F to 54°F for freezers. R290 models include audible overheat protection alarm for compressor and condenser coil.



Enjoy fast, **FREE** delivery, exclusive deals and award-winning movies & TV shows with Prime

Try Prime and start saving today with **Fast, FREE Delivery**

\$7,508⁷⁸

FREE delivery

Choose location for most accurate options

Temporarily out of stock.

We are working hard to be back in stock. Place your order and we'll email you when we have an estimated delivery date. You won't be charged until the item ships.

Qty: 1

Add to Cart

Buy Now

Ships from Amazon.com
 Sold by Amazon.com
 Returns Eligible for Return, Refund or Replacement within 30 days of receipt
 Payment Secure transaction

Add a gift receipt for easy returns

Add to List

Have one to sell?

Sell on Amazon



KITMA 28" Commercial Refrigerators, Single Door Stainles...
\$1,999⁰⁰

Sponsored


Your Shopping Cart

 Checkout



Beverage Air HRP3HC-1S 78" Three Section Reach In Refrigerator, (3) Left/Right Hinge Solid Doors, 115v

KaTom #: 118-HRP3HC1S

 Accessories

Quantity:

1

Update

Sold By: Each

Item Total: \$7,819.29

 Remove


Subtotal

\$7,819.29

Commercial 

at Zip Code

Calculate

 Checkout

OR

Check out with 

 Items Saved For Later

To view your items saved for later or start saving, Sign In or Register.



Only 2 left in stock - order soon.

Patio, Lawn & Garden › Generators & Portable Power › Generators

6,973

Sponsored



Roll over image to zoom in



Generac 7210 24kW Air Cooled Guardian Series Home Standby Generator with 200-Amp Transfer Switch - Comprehensive Protection - Smart Controls - Versatile Power - Wi-Fi Connectivity - Real-Time Updates

Visit the Generac Store

4.3 238 ratings

Amazon's Choice in Outdoor Generators by Generac

\$6,397⁰⁰

Get \$50 off instantly: Pay \$6,347.00 upon approval for Amazon Visa.

Delivery & Support

Select to learn more



Ships from Amazon



Eligible for Refund or Replacement



Customer Support

Local Business

Style: 24kW + 200-Amp Switch

- 10kW
- 10kW + 100-Amp Switch
- 14kW
- 14kW + 100-Amp Switch
- 14kW + 200-Amp Switch
- 18kW
- 18kW + 200-Amp Switch
- 22kW
- 22kW + 200-Amp Switch
- 24kW
- 24kW + 200-Amp Switch**
- 26kW
- 26kW + 200-Amp Switch
- 7.5kW

Brand: Generac

Wattage: 24000 watts

Fuel Type: Natural Gas or LP Gas

Power Source: Natural Gas or LP Gas

Recommended Uses For Product: Residential use

Item Weight: 455 Pounds

\$6,397⁰⁰

FREE scheduled delivery as soon as Monday, October 9, 8 AM - 11 AM

Choose location for most accurate options

Only 2 left in stock - order soon

Qty: 1

Add to Cart

Buy Now

Ships from Amazon

Sold by Vera Tools

Returns Eligible for Refund or Replacement

Support Product support included

See more

Add a Protection Plan:

4-Year Protection for \$249.99

3-Year Protection for \$189.99

Add a gift receipt for easy returns

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New (10) from \$6,397⁰⁰ FREE Scheduled Delivery

Other Sellers on Amazon

\$6,397.00 & FREE Shipping

Add to Cart

Sold by: Jim & Slim's Tool Supply

\$6,397.00

FREE Scheduled Delivery

Sold by: Amazon.com

Add to Cart

Have one to sell?

Sell on Amazon



Only 2 left in stock - order soon.

Back to results

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Kohler 20RESCL-200SELS Air-Cooled Standby Generator with 200 Amp Transfer Switch Single Phase, 20,000-Watt

Brand: Kohler

3.5

31 ratings

\$5,135⁰⁰

FREE delivery October 3 - 6.

[Details](#)

[Choose location for most accurate options](#)

Only 16 left in stock - order soon

Qty: 1

[Add to Cart](#)

\$5,135⁰⁰

Get \$50 off instantly: Pay \$5,085.00 ~~\$5,135.00~~ upon a

Delivery

Select to



Ships from BrandNew Engines, Inc

Style: 20

Brand: Ko

Wattage:

Power So

Item Wei

Voltage:

Output V

See mo

About th

- 20,000 starts
- Includ rated,
- Fast re premium
- 100% from e
- Measures 48 by 26.2 by 29 inches; 5-year/2000-hour limited warranty Battery type needed - Group 51

Click image to open expanded view



Consider a similar item



EF ECOFLOW Portable Power Station RIVER 2, 256Wh LiFePO4 Battery/ 1 Hour Fast Charging, 2 Up to 600W AC Outlets, Solar Generator (Solar Panel



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< Home Standby Generators / Item# 105882

Generac Guardian Series Air-Cooled Home Standby Generator, 18kW (LP)/17kW (NG), Model# 7226



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EXPENSE CATEGORY	Request to Pinellas Community Foundation				Applicant Match	
	Month 1	Month 2	Month 3	REQUEST	Month 2	Month 3
PERSONNEL						
General Contractor/Project Manager : 12 weeks	\$11,410.00	\$11,410.00	\$11,410.00	\$34,231.00		
SUBTOTAL, PERSONNEL				34,231.00		
BUILDING PERMIT(S), CITY OF LARGO	1,000.00			1,000.00		
CAPITAL PURCHASES						
Design	15,890.00			15,890.00		
Site Clearing and Preparation	19,475.00			19,475.00		
Delivery		13,620.00		13,620.00		
Concrete foundation		28,000.00		28,000.00		
Building purchase		75,000.00		75,000.00		
Construction		18,225.00		18,225.00		
Insulation		18,000.00		18,000.00		
Airconditioning/heating system		15,000.00		15,000.00		
Electrical Panel, seven 220 Outlets 6 internal outlets, 1 external for refrig. vans		25,000.00		25,000.00		
Interior Build Out			3,500.00	3,500.00		
Shelving units (8)			1,700.00	1,700.00		
3 Door Commercial Freezers (3) new			25,850.00	25,850.00		
3 Door Commercial Refrigerators (3) new			22,750.00	22,750.00		
Generator			6,000.00	6,000.00		
SUBTOTAL, CAPITAL PURCHASES	35,365.00	192,845.00	59,800.00	288,010.00		
CONTRACTS TO CONSERVE OPERATING COSTS						
Generator Maintenance Contract	0.00	0.00	500.00	500.00		
Airconditioning Maintenance Contract	0.00	0.00	250.00	250.00		
TOTAL CAPITAL, PERSONNEL, CONTRACTS	47,775.00	204,255.00	71,960.00	323,991.00		
INCREMENTAL OPERATING EXPENSES						
Electricity					1,100.00	1,100.00
Pest Control (contract)					100.00	100.00
SUBTOTAL, APPLICANT MATCH						
CONTINGENCY (10%)	10,799.00	10,799.00	10,799.00	32,399.00		

PROJECT BUDGET: GOOD NEIGHBORS WAREHOUSE PURCHASE AND EQUIPMENT UPGRADES

SUBTOTAL	58,574.00	215,054.00	82,759.00	356,387.00
INDIRECT COSTS (5%)	4,455.00	8,910.00	4,455.00	17,819.00
TOTAL PROJECT BUDGET	63,029.00	223,964.00	87,214.00	374,206.00

atch

Total

2,200.00
200.00
2,400.00

2,400.00

Board Resolution of Good Neighbors, Inc Approving the 2023 Budget

APPROVAL OF BUDGET

WHEREAS, the 2023 budget of Good Neighbors, Inc has been recommended for adoption by the President and Treasurer, be it therefore:

RESOLVED, that the 2023 budget of Good Neighbors as presented in schedule A to this board resolution is hereby approved and shall be allocated.

RESOLVED, that the officers of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of all documents and certificates, as such officers deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

It is hereby certified that the following resolution was duly passed by the Board of Directors of the above-named company on the 9th of January, 2023, in accordance with the bylaws and Articles of Incorporation of the Company and the laws and by-laws governing the Company and that the said resolution has been duly recorded in the Minute Book and is in full force and effect.

Heather Brooke
[PRESIDENT NAME]

Heather Brooke
[PRESIDENT SIGNATURE]

Mara Bannewe ||
[DIRECTOR NAME]

[Signature]
[DIRECTOR SIGNATURE]

Joseph Demoz
[DIRECTOR NAME]

[Signature]
[DIRECTOR SIGNATURE]

John Ryan Mitchell
[DIRECTOR NAME]

[Signature]
[DIRECTOR SIGNATURE]

Good Neighbors, Inc 2023 Budget

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Expenses													
Administration	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Consulting Fees	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
Electric	300.00	300.00	300.00	300.00	450.00	500.00	500.00	500.00	475.00	350.00	300.00	300.00	4,575.00
Equipment	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Food	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Internet	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	1,320.00
Labor	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Liability Insurance						2,300.00							2,300.00
Marketing	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Membership Fees	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
Miscellaneous	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Office supplies	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Phone expense	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Repair & Maintenance	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Security	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
Storage	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00
Travel	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Van payments	1,250.04	1,250.04	1,250.04	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	22,650.12
Vehicle Fuel	1,600.00	1,600.00	1,600.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	22,800.00
Vehicle Insurance	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
Vehicle Maintenance	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
Total	6,435.04	6,435.04	6,495.04	7,685.00	7,835.00	10,185.00	7,885.00	7,885.00	7,860.00	7,735.00	7,685.00	7,685.00	91,805.12
Income													
Donations	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Grants													0.00
Other Income	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Sponsors	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	7,000.00	7,000.00	10,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Total													104,200.00
Net Income/Loss													12,394.88

Good Neighbors Board Members & Officers

Heather Brooke, President

A graduate of Binghamton University, Heather began her career as a Quality Assurance Specialist with large manufacturing companies. From 2000 to 2008 she owned and operated a large-scale day care boarding and grooming facility for dogs 365 days a year. She was both operations and financial manager, working with partner shelters and foster groups. From 2013-2020 she individually shopped for and donated food and other necessities to area pantries, programs and people in need.

In 2019 she founded Good Neighbors and has presided over the growth of the organization, now serving over 15% of the food insecure population in Pinellas County. She lives in Clearwater, FL with her husband Tim and three children.

Ryan Mitchell, Board Member

Ryan Mitchell has served as a firefighter paramedic, now Lieutenant, with the City of Pinellas Park since 2002. Ryan is a member of the Technical Rescue Team, serving as the medical team leader for the county. He was also one of the founding members of the fire department's SWAT Medic program in 2006. He has been an instructor in CPR, worked for Medical Control, taught and created content for the continuing medical education program, and has taught Tactical Combat Casualty Care and Technical Rescue. His passion for emergency medicine and humanitarian efforts led him to Haiti in

2010 after the island suffered a devastating earthquake. For a week, he volunteered with another paramedic and nurse for Project Medishare to provide emergency medical service to earthquake survivors. In 2012, Lt. Mitchell earned a bachelor's degree in anthropology from the University of South Florida, completing a field school in India and was a member of a National Science Foundation project focusing on archaeology in Ethiopia. Subsequently, he went on to complete another archaeology project in Argentine Patagonia. He was awarded Paramedic of the Year in 2010 and again in 2013 for his dedication and exemplary service to the department. Ryan has been a Board member of Good Neighbors since 2019. In his spare time he remains an avid traveler with his wife and always enjoys trying unique foods.

Joe Demos, Board Member

Born and raised in Largo, FL, Joe Demos has been an independent state farm agent for over 20 years. He serves on the board of multiple nonprofit organizations, including Good Neighbors, assisting with organization structure, grant writing, membership program development, and on-the-ground volunteering.

Joe started as a State Farm claims agent, and in addition to opening his own agency in 2000, received numerous industry awards including becoming a member of the prestigious Million Dollar Roundtable.

In his spare time, Joe runs a fledgling BBQ sauce business, and spends time with his wife, Patty, now a district judge in Madison County, and his four sons.

Mike Cromwell, Treasurer

Mike became treasurer of Good Neighbors in February 2023, although he had already been volunteering nearly daily since 2020. Former catering manager of the Innisbrook Golf and Spa Resort in Palm Harbor (27 years), he was responsible for budgeting, pricing, personnel management, in addition to cooking, and started a Themes and Entertainment Department twice

Mara Bonnewell, Secretary

Mara Bonnewell, a University at Buffalo graduate and longtime volunteer for Good Neighbors, has participated in both food collection and distribution, graphic design, social media marketing, website design and management, as well as partner outreach and consultation. Mara currently serves as Good Neighbors Secretary.

Return of Organization Exempt From Income Tax

2021

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

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

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

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Header section A-M containing organization details: Name (GOOD NEIGHBORS INC), EIN (38-4169794), Address (100 S BELCHER RD 6914, CLEARWATER, FL 33765), and Form type (Corporation).

Part I Summary table with columns for Activities & Governance, Revenue, Expenses, and Net Assets or Fund Balances. Includes rows 1-22 with numerical data for 2021 and Prior/Current Year.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature area for Heather Brooke, President, including signature line and date field.

Paid Preparer Use Only section for Loren C Price, LCP Bookkeeping, including name, address, and PTIN (P00061407).

May the IRS discuss this return with the preparer shown above? See instructions. [X] Yes [] No

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission:
ORGANIZED & OPERATED EXCLUSIVELY FOR CHARITABLE PURPOSES IN ACCORDANCE WITH SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE. GOOD NEIGHBORS INC IS CONNECTING FOOD AND OTHER NECESSITIES TO THOSE IN NEED.

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

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

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

4a (Code: _____) (Expenses \$ **13,708** including grants of \$ _____) (Revenue \$ **1,040,778**)
SENIOR FOOD RELIEF HOMELESS FOOD RELIEF FAMILY/INDIVIDUAL FOOD RELIEF FOOD PANTRY/FOOD DISTRIBUTOR TRANSPORT ASSISTANCE REDUCING FOOD WASTE BY COMPOSTING AND FEEDING FARM/SANCTUARY ANIMALS DISTRIBUTION TO OTHER ORGANIZATIONS AND INDIVIDUALS

4b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe on Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses **▶ 13,708**

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 detailing various organizational requirements and compliance checks.

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

Table with 3 columns: Question, Yes, No. Rows 1a-1c regarding Form 1096, Form W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.	2b			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O.	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			X
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			X
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			X
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O.	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

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

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

Section A. Governing Body and Management

Table with 5 columns: Question, 1a, 1b, Yes, No. Rows include questions about voting members, family relationships, management delegation, and document retention.

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

Table with 5 columns: Question, Yes, No. Rows include questions about local chapters, conflict of interest policies, whistleblower policies, and compensation reviews.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed -> Florida
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records -> HEATHER BROOKE (727)314-1373, 100 S BELCHER RD 6914, CLEARWATER, FL 33765

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

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

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

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

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

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

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations W-2/1099-MISC/1099-NEC	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RYAN MITCHELL DIRECTOR	1.00	X						0	0	0
(2) JOSEPH DEMOS DIRECTOR	1.00	X						0	0	0
(3) HEATHER BROOKE PRESIDENT	100.00			X				0	0	0
(4) TERESA YEOMAN TREASURER	20.00			X				0	0	0
(5) MARA BONNEWELL SECRETARY	6.00						X	0	0	0
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

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

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

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

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

Section B. Independent Contractors

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

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

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

Part VIII Statement of Revenue

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

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions) . .	1e	22,570			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f				
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f ▶		22,570			
Program Service Revenue	2a	_____	Business Code				
	b	_____					
	c	_____					
	d	_____					
	e	_____					
	f	All other program service revenue					
	g	Total. Add lines 2a-2f ▶					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts) ▶					
	4	Income from investment of tax-exempt bond proceeds . . . ▶					
	5	Royalties ▶					
	6a	Gross rents	6a	(i) Real			
				(ii) Personal			
	b	Less: rental expenses . .	6b				
	c	Rental income or (loss)	6c				
	d	Net rental income or (loss) ▶					
	7a	Gross amount from sales of assets other than inventory	7a	(i) Securities			
				(ii) Other			
	b	Less: cost or other basis and sales expenses . .	7b				
	c	Gain or (loss)	7c				
	d	Net gain or (loss) ▶					
8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
b	Less: direct expenses	8b					
c	Net income or (loss) from fundraising events ▶						
9a	Gross income from gaming activities, See Part IV, line 19	9a					
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities ▶						
10a	Gross sales of inventory, less returns and allowances	10a					
b	Less: cost of goods sold	10b					
c	Net income or (loss) from sales of inventory ▶						
Miscellaneous Revenue	11a	FOOD DONATED	Business Code				
	b	_____	423000	2,036,416	1,018,208	1,018,208	
	c	_____					
	d	All other revenue					
	e	Total. Add lines 11a-11d ▶		2,036,416			
12	Total revenue. See instructions ▶		2,058,986	1,018,208	0	1,018,208	

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . .				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees				
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages				
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . .				
9	Other employee benefits				
10	Payroll taxes				
11	Fees for services (nonemployees):				
a	Management	3,999		3,924	75
b	Legal				
c	Accounting				
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17 .	26			26
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . .	9,683	7,305	2,378	
12	Advertising and promotion				
13	Office expenses	1,023	1,023		
14	Information technology				
15	Royalties				
16	Occupancy				
17	Travel				
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings				
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization				
23	Insurance	1,489		1,489	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	FOOD/NECESSITIES FOR PEOPLE	955	955		
b	FUEL FORT FOOD DELIVERIES	3,189	3,189		
c	FOOD STORAGE AND APPLIANCES	807	807		
d	FOOD DELIVERY VEHICLE SERVIC	429	429		
e	All other expenses _____	436		436	
25	Total functional expenses. Add lines 1 through 24e. .	22,036	13,708	8,227	101
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

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

		(A) Beginning of year	(B) End of year	
Assets	1 Cash - non-interest-bearing		8,863	
	2 Savings and temporary cash investments			
	3 Pledges and grants receivable, net			
	4 Accounts receivable, net			
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			
	7 Notes and loans receivable, net			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities			
	12 Investments - other securities. See Part IV, line 11			
	13 Investments - program-related. See Part IV, line 11			
	14 Intangible assets			
	15 Other assets. See Part IV, line 11			
16 Total assets. Add lines 1 through 15 (must equal line 33)	0	16	8,863	
Liabilities	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Tax-exempt bond liabilities			
	21 Escrow or custodial account liability. Complete Part IV of Schedule D			
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			
	23 Secured mortgages and notes payable to unrelated third parties			
	24 Unsecured notes and loans payable to unrelated third parties			
25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D				
26 Total liabilities. Add lines 17 through 25	0	26	0	
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions		8,863	
	28 Net assets with donor restrictions			
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds			
	30 Paid-in or capital surplus, or land, building, or equipment fund			
	31 Retained earnings, endowment, accumulated income, or other funds			
	32 Total net assets or fund balances	0	32	8,863
33 Total liabilities and net assets/fund balances	0	33	8,863	

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,058,986
2	Total expenses (must equal Part IX, column (A), line 25)	2	22,036
3	Revenue less expenses. Subtract line 2 from line 1	3	2,036,950
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	(2,028,087)
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	8,863

Part XII Financial Statements and Reporting

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

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

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

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

▶ **Attach to Form 990 or Form 990-EZ.**

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

OMB No. 1545-0047

2021

**Open to Public
Inspection**

Name of the organization GOOD NEIGHBORS INC	Employer identification number 38-4169794
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

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

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

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

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")					22,570	22,570
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3					22,570	22,570
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						22,570

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4					22,570	22,570
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						22,570
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	100.00 %
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ► <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests - 2021.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►
- b 33 1/3% support tests - 2020.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ►
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ►

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

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

Part IV Supporting Organizations (continued)

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

Section B. Type I Supporting Organizations

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

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally Integrated Supporting Organizations

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

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

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

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

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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required) - provide details in Part VI	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2021 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1	Distributable amount for 2021 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2021		
a	From 2016		
b	From 2017		
c	From 2018		
d	From 2019		
e	From 2020		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2021 distributable amount		
i	Carryover from 2016 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2021 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2021 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.		
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.		
7	Excess distributions carryover to 2022. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2017		
b	Excess from 2018		
c	Excess from 2019		
d	Excess from 2020		
e	Excess from 2021		

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

2021

- ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization

Employer identification number

GOOD NEIGHBORS INC

38-4169794

Part I Questions Regarding Compensation

	Yes	No								
<p>1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> First-class or charter travel</td> <td><input type="checkbox"/> Housing allowance or residence for personal use</td> </tr> <tr> <td><input type="checkbox"/> Travel for companions</td> <td><input type="checkbox"/> Payments for business use of personal residence</td> </tr> <tr> <td><input type="checkbox"/> Tax indemnification and gross-up payments</td> <td><input type="checkbox"/> Health or social club dues or initiation fees</td> </tr> <tr> <td><input type="checkbox"/> Discretionary spending account</td> <td><input type="checkbox"/> Personal services (such as maid, chauffeur, chef)</td> </tr> </table>	<input type="checkbox"/> First-class or charter travel	<input type="checkbox"/> Housing allowance or residence for personal use	<input type="checkbox"/> Travel for companions	<input type="checkbox"/> Payments for business use of personal residence	<input type="checkbox"/> Tax indemnification and gross-up payments	<input type="checkbox"/> Health or social club dues or initiation fees	<input type="checkbox"/> Discretionary spending account	<input type="checkbox"/> Personal services (such as maid, chauffeur, chef)		
<input type="checkbox"/> First-class or charter travel	<input type="checkbox"/> Housing allowance or residence for personal use									
<input type="checkbox"/> Travel for companions	<input type="checkbox"/> Payments for business use of personal residence									
<input type="checkbox"/> Tax indemnification and gross-up payments	<input type="checkbox"/> Health or social club dues or initiation fees									
<input type="checkbox"/> Discretionary spending account	<input type="checkbox"/> Personal services (such as maid, chauffeur, chef)									
<p>b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain</p>										
<p>2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?</p>										
<p>3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Compensation committee</td> <td><input type="checkbox"/> Written employment contract</td> </tr> <tr> <td><input type="checkbox"/> Independent compensation consultant</td> <td><input type="checkbox"/> Compensation survey or study</td> </tr> <tr> <td><input type="checkbox"/> Form 990 of other organizations</td> <td><input type="checkbox"/> Approval by the board or compensation committee</td> </tr> </table>	<input type="checkbox"/> Compensation committee	<input type="checkbox"/> Written employment contract	<input type="checkbox"/> Independent compensation consultant	<input type="checkbox"/> Compensation survey or study	<input type="checkbox"/> Form 990 of other organizations	<input type="checkbox"/> Approval by the board or compensation committee				
<input type="checkbox"/> Compensation committee	<input type="checkbox"/> Written employment contract									
<input type="checkbox"/> Independent compensation consultant	<input type="checkbox"/> Compensation survey or study									
<input type="checkbox"/> Form 990 of other organizations	<input type="checkbox"/> Approval by the board or compensation committee									
<p>4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:</p> <p>a Receive a severance payment or change-of-control payment?</p> <p>b Participate in or receive payment from a supplemental nonqualified retirement plan?</p> <p>c Participate in or receive payment from an equity-based compensation arrangement?</p> <p>If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.</p>										
<p>Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.</p> <p>5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:</p> <p>a The organization?</p> <p>b Any related organization?</p> <p>If "Yes" on line 5a or 5b, describe in Part III.</p>										
<p>6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:</p> <p>a The organization?</p> <p>b Any related organization?</p> <p>If "Yes" on line 6a or 6b, describe in Part III.</p>										
<p>7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III</p>										
<p>8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III</p>										
<p>9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?</p>										

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1 MARA BONNEWELL SECRETARY	(i)	0	0	0	0	0	0	0
	(ii)	0	0	0	0	0	0	0
2	(i)							
	(ii)							
3	(i)							
	(ii)							
4	(i)							
	(ii)							
5	(i)							
	(ii)							
6	(i)							
	(ii)							
7	(i)							
	(ii)							
8	(i)							
	(ii)							
9	(i)							
	(ii)							
10	(i)							
	(ii)							
11	(i)							
	(ii)							
12	(i)							
	(ii)							
13	(i)							
	(ii)							
14	(i)							
	(ii)							
15	(i)							
	(ii)							
16	(i)							
	(ii)							

**SCHEDULE O
(Form 990)**

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

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

2021

Department of the Treasury
Internal Revenue Service

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

**Open to Public
Inspection**

Name of the organization

GOOD NEIGHBORS INC

Employer identification number

38-4169794

01. Form 990 governing body review (Part VI, line 11)

THE FORM 990 IS REVIEWED BY THE BOARD PRIOR TO SUBMISSAL ELECTRONICALLY. IF ANY CHANGES OR
ADJUSTMENTS ARE NEEDED, THE FORM 990 IS CHANGED OR ADJUSTED AS NECESSARY AND SUBMITTED
AGAIN TO THE BOARD BEFORE SUBMISSION.

02. Conflict of interest policy compliance (Part VI, line 12c)

IF THERE IS A CONFLICT OF INTEREST DETECTED OR SUSPECTED, THE POLICY IN OUR BY-LAWS IS
USED TO CORRECT OR ELIMINATE THE CONFLICT.

03. Governing documents, etc, available to public (Part VI, line 19)

THE FORM 990 IS AVAILBLE ON THE COMPANY WEBSITE FOR VIEW BY ANY ENTITY. ADDITIONALLY, A
COPY OF THE FORM 990 WILL BE PROVIDED ON REQUEST.

04. List of other fees for services expenses (Part IX, line 11g)

INSURANCE 1489

FOOD/NECESSITIES FOR POEPL 955

FUEL FOR FOOD DELIVERIES 3189

FOOD STORAGE AND APPLIANCES 807

FOOD DELIVERY VEHICLE SERVICE 429

GENERAL EXPENSES 436

TOTAL 7305

IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2021, or fiscal year beginning _____, 2021, and ending _____, 20

2021

Department of the Treasury
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879TE for the latest information.**

Name of filer

EIN or SSN

GOOD NEIGHBORS INC

38-4169794

Name and title of officer or person subject to tax

HEATHER BROOKE, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a 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, 7b, 8b, 9b, or 10b, 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	2,058,986
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 V, 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	
8a	Form 5227 check here	<input type="checkbox"/>	b	FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a	Form 5330 check here	<input type="checkbox"/>	b	Tax due (Form 5330, Part II, line 19).	9b	
10a	Form 8038-CP check here	<input type="checkbox"/>	b	Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	

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 entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the

2021 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 **LCP BOOKKEEPING** to enter my PIN **20211** as my signature
ERO firm name **Enter five numbers, but do not enter all zeros**

on the tax year 2021 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 entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶ **08-26-2022**

Part III Certification and Authentication

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

500171 36963
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 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 ▶ **LOREN C PRICE**

Date ▶ **09-06-2022**

ERO Must Retain This Form - See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

Good Neighbors, Inc.

Statement of Financial Position

As of December 31, 2022

	As of Dec 31, 2022	As of Nov 30, 2022
Assets		
Bank of America Checking	25,394.46	5922.07
2019 Nissan NV22500 Cargo Van with Refrigeration unit	69,305.45	69,305.45
2017 Nissan NV200 Cargo Van	26,297.80	26,297.80
Total Assets	120,997.71	101,525.32
Liabilities		
2019 Nissan NV22500 Cargo Van with Refrigeration unit	42,669.65	43190.58
2017 Nissan NV200 Cargo Van	24,779.14	25059.11
Total Liabilities	67,448.79	68249.69

Good Neighbors Statement of Activities 2022

Good Neighbors, Inc. Statement of Activities 2022

	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Total
Unrestricted Income													
Donations	0.00	200.00	0.00	0.00	130.00	1,000.00	100.00	0.00	100.00	0.00	0.00	300.00	1,830.00
Misc. Income	0.00	212.92	0.00	0.00	252.55	139.08	0.00	0.00	6.56	0.00	48.95	98.01	758.07
Sponsorships	969.50	7,793.90	3,114.60	7,739.00	2,139.00	485.20	13,032.80	12,594.05	8,424.90	13,085.41	3,640.15	23,565.35	96,583.86
Total Income	969.50	8,206.82	3,114.60	7,739.00	2,521.55	1,624.28	13,132.80	12,594.05	8,531.46	13,085.41	3,689.10	23,963.36	99,171.93
Expense													
Administration													
Legal Filing	0.00	250.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	349.92	0.00	1,199.92
Tax Filing	18.55	0.00	0.00	18.54	12.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.64
Consulting Fees	0.00	158.00	0.00	603.45	680.25	300.00	370.25	0.00	300.00	0.00	300.00	300.00	3,011.95
Bulk Food Purchases	299.99	145.10	92.07	284.95	122.65	253.78	137.64	490.07	182.37	261.38	161.76	279.45	2,711.21
External Storage	141.61	0.00	283.30		283.30	141.65	235.37	293.94	146.97	146.97	218.72	146.97	2,038.80
Gift Cards for Clients	0.00	0.00	0.00	200.00	25.00	40.00	0.00	0.00	0.00	0.00	0.00	50.00	315.00
Liability Insurance	0.00	0.00	0.00	0.00	0.00	2,020.07	0.00	0.00	0.00	0.00	0.00	0.00	2,020.07
Meal Purchases	50.04	137.20	11.76	112.01	9.90	44.70	11.85	11.76	42.37	59.22	94.89	12.83	598.53
Office Supplies	0.00	147.80	311.78	162.23	10.66	286.60	171.89	34.86	246.69	280.63	290.53	16.02	1,959.69
Security	205.36	107.00	0.00	0.00	0.00	299.58	0.00	0.00	24.95	24.95	24.95	57.98	744.77
Travel	0.00	0.00	0.00	678.10	0.00	0.00	0.00	340.00	0.00	568.00	0.00	0.00	1,586.10
Utilities													
Phone			216.96	69.88	70.35	70.35	70.35	88.45	88.00	88.00	88.00	88.00	938.34
Electric	0.00	175.12	247.46	0.00	424.88	302.20	0.00	738.47	414.31	335.07	300.82	297.10	3,235.43
Internet	141.01	22.34	249.47	0.00	0.00	141.01	0.00	141.01	69.98	69.98	109.98	109.98	1,054.76
Vehicles													

**Good Neighbors
Statement of Activities
2022**

Fuel	577.78	485.28	1,194.24	810.52	1,315.78	1,129.47	988.55	784.68	787.83	967.68	1,472.58	1,057.66	11,572.05
Loan Payments						4,000.00	8,000.00	9,525.00	932.54	1,250.04	10,775.04	1,250.04	35,732.66
Repair & Mantence	0.00	25.00	890.78	119.22	115.52	247.44	393.30	1,148.83	109.25	109.25	359.21	396.04	3,913.84
Insurance	0.00	0.00	0.00	0.00	0.00	953.73	766.29	0.00	0.00	0.00	0.00	0.00	1,720.02
Warehouse Equipment	132.15	231.62	139.75	199.80	349.91	261.62	201.59	0.00	0.00	0.00	73.79	32.88	1,623.11
Fundraising													
Grant Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00	72.00
Marketing & Outreach													
Clothing	0.00	0.00	0.00	0.00	0.00	472.00	137.58	0.00	0.00	0.00	0.00	0.00	609.58
Promotional Material	86.76	70.24	131.73	23.10	240.74	0.00	29.73	0.00	263.20	247.97	172.79	0.00	1,266.26
Social Media	270.00	270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	252.00	0.00	792.00
Miscellaneous	0.00	0.00	0.00	6.57	82.49	113.13	0.00	0.00	0.00	0.00	0.00	16.39	218.58
Miscellaneous	77.83	2.11	97.12	82.86	453.98	61.17	171.82	108.48	140.01	0.00	168.27	384.24	1,747.89
Total Expense	2,001.08	2,226.81	3,866.42	3,371.23	4,197.96	11,138.50	12,286.21	13,705.55	3,748.47	4,409.14	15,478.47	4,590.97	81,020.81
Grand Total	-1,031.58	5,980.01	-751.82	4,367.77	-1,676.41	-9,514.22	846.59	-1,111.50	4,782.99	8,676.27	-11,789.37	19,372.39	18,151.13



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



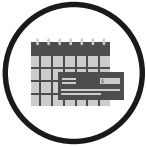
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources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

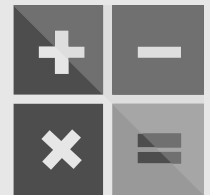


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

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

Will You Be Prepared When a Privacy Breach Occurs?



Every year, thousands of breaches are reported, exposing millions of people's personal information. The eRiskHub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access and begin using the eRiskHub® portal, a benefit that is valued in excess of \$1,200 a year!

eRiskHub® is the one-stop shop you need to become educated about and prepared for a privacy breach. This free service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

How to start using this free offering:

- ▶ Go to eriskhub.com/usli
- ▶ Click "Register Now" to set up a free account
- ▶ Create your own username and password; your access code is **08451**

Key Features of the eRiskHub® Portal

-  **Data Breach Calculators** – Learn how to estimate the cost of a breach, notification costs and business interruption
-  **Learning Center** – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering
-  **Security Training** – Watch videos for best practices in security and privacy awareness or download a training guide
-  **Risk Manager Tools** – Assist you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance
-  **Ransomware Resources** – A directory to quickly find external resources with expertise in pre- and post-breach disciplines
-  **Consultation** – Breach Coach, HIPAA Coach and Security Coach available to assist you

NEW

Renewal of Number

Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NBP2555546

NAMED INSURED AND ADDRESS:

**GOOD NEIGHBORS INC
2276 HABERSHAM DR
CLEARWATER, FL 33764**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

POLICY PERIOD: (MO. DAY YR.) From: 06/07/2022 To: 06/07/2023

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

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Non-Profit Management Liability

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
Businessowners Liability Coverage Part	\$345.00
Businessowners Property Coverage Part	\$90.00
Management Liability Coverage Part	\$854.00
Wholesaler Broker Fee	\$100.00
Service Fee	\$0.83
Surplus Lines Tax	\$68.62
EMPA Surcharge	\$4.00
TOTAL:	\$1,462.45

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

See Endorsement EOD (1/95)

Agent: **APPALACHIAN UNDERWRITERS, INC. (1676)**
800 Oak Ridge Turnpike, Suite A 1000
Oak Ridge, TN 37830

Issued: **06/17/2022 1:59 PM**

Broker: **WHITCO INSURANCE AGENCY LLC**

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. NBP2555546

Effective Date: 06/07/2022

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
2110	04/15	Service Of Suit
BP0003	01/10	Businessowners Coverage Form
BP0417	01/10	Employment-Related Practices Exclusion
BP-102	01/15	Exclusion Of War, Military Action And Terrorism
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115	07/08	Protective Devices Or Services Provisions
BP-136	01/09	Classification Limitation Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP1560	02/21	Cyber Incident Exclusion
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-40	03/11	Molestation Or Abuse Exclusion
BP-47	11/10	"Equipment Breakdown" Enhancement Endorsement
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-500	11/18	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
BP-54	06/04	Windstorm Or Hail Exclusion
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-8	02/09	Limits Of Insurance Under Multiple Coverage Parts
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	04/14	Who Is An Insured Clarification Endorsement
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
DO FL	05/17	Florida State Amendatory Endorsement
DO-100	05/17	Directors and Officers Coverage Part

EXTENSION OF DECLARATIONS

Policy No. NBP2555546

Effective Date: **06/07/2022**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

DO-101	05/17	Employment Practices Coverage Part
DO-207	05/17	Failure to Maintain Insurance Exclusion
DO-283	05/17	Data and Security Plus Endorsement
DO-296	05/17	Fair Labor Standards Act Endorsement Defense Costs Only Coverage
DO-GTC	05/17	General Terms and Conditions
Jacket	07/19	Policy Jacket
Jacket FL	12/19	Policy Jacket
SNPP	04/08	Specialty Non Profit Package Application
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP2555546

Effective Date: 06/07/2022
12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	1676 South Belcher Road, Clearwater, FL 33764	004	0702
		Description: Non-Profit Management Liability		
		Covered Causes of Loss: Special Excluding Wind And Hail	Protection Class	2
		Construction: Frame	Square Footage:	500
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Income and Extra Expense	\$6,000	\$0			Included
1	1	Business Personal Property	\$5,000	\$1,000		RC	Included
1	1	Equipment Breakdown	Included	\$1,000			\$40
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$90
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$90 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

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

See Endorsement EOD (01/95)

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

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NBP2555546

Effective Date: 06/07/2022
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	1676 South Belcher Road, Clearwater, FL 33764	004

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Rate</i>		<i>Advance Premium</i>	
				<i>Pr/Co</i>	<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>
1	Charitable Organization - Not-For-Profit only	41668	500 Per 1,000 Total Area	0.000	439.916	\$0	\$220
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$345
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$345 MP
(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.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NBP2555546

Effective Date: **06/07/2022**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**GOOD NEIGHBORS INC
2276 HABERSHAM DR
CLEARWATER, FL 33764**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 06/07/2022 To: 06/07/2023

Non Profit Directors and Officers Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$698

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION 05/27/2021

Employment Practices Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$156

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION 05/27/2021

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

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NBP255546

Effective Date: **06/07/2022**

12:01 AM STANDARD TIME

Fiduciary Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement 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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- 6. Does the applicant have any chapters or subsidiaries requiring coverage? Yes No
- 7. Has any entity proposed for insurance closed, downsized, laid off, reduced staff, sold, merged with or acquired any company in the past 12 months or anticipates doing so in the next 12 months? Yes No
- 8. Has the Applicant or any person proposed for coverage (whether or not in the service of Applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s)? Yes No
- 9 a. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made against any entity proposed for Insurance, or any person proposed for Insurance in the capacity of Director, Officer, Trustee, Employee or Volunteer of any entity proposed for Insurance? Yes No
- 9 b. Is any person(s) proposed for this insurance aware of any fact, circumstance or situation which may result in claim against any entity proposed for Insurance or any of its Directors, Officers, Trustees, Employees or Volunteers? Yes No
- 10. Has any Policy for Directors and Officers or Employment Practices Liability ever been cancelled or non-renewed? Yes No
(Do not answer if applicant is located in Missouri)

III. FIDUCIARY

(All questions must be answered in order for Fiduciary Liability coverage to be bound.)

- 1. Does each Pension Plan use an outside Investment Manager? Yes No
- 2. Does each Plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including: eligibility, participation, vesting, fiduciary responsibility and funding standards? Yes No
- 3. In the past 2 years has there been or is there now under consideration any material changes to a Plan or termination/consolidation of a Plan? Yes No
- 4. Has there been or is there now pending any claim(s) against any proposed Insured arising out of any Plan? Yes No
- 5. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability Coverage? Yes No

IV. ADDITIONAL APPLICANT INFORMATION

Applicant's Mailing Address: 2276 Habersham Dr
 City: Clearwater State: FL Zip: 33764

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Florida Notice (Applies only if policy is non-admitted): You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida & Illinois Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Retail Agency Name: WHITCO INSURANCE AGENCY LLC License #: a209229
 Main Agency Phone Number: 727-781-5858
 Agency Mailing Address: 30832 us hwy 19 n, palm harbor fl 34684
 City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: Heath Brooks Title: President Date: 6/7/22
 President, Chairperson or Executive Director

Service Of Suit

Pursuant to any statute of any state, territory or district of the United States which makes provisions therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured(s) or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the below named as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon the General Counsel of the Company, or his nominee, at 1190 Devon Park Drive, Wayne, Pennsylvania 19087 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal.

BUSINESSOWNERS 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 Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
- (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;

(c) Floor coverings; and

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the buildings or structures;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

(1) Property you own that is used in your business;

(2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);

(3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the building or structure you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and

(5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;

b. "Money" or "securities" except as provided in the:

- (1) Money And Securities Optional Coverage; or
- (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns;
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software.
- j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. Covered Causes Of Loss

Risks of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
- (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- (5) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - (1) Animals, and then only if they are killed or their destruction is made necessary.
 - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;
 - (b) Containers of property held for sale; or
 - (c) Photographic or scientific instrument lenses.
- c. For loss or damage by theft, the following types of property are covered only up to the limits shown:
 - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
 - (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

- (3) \$2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

(1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to Paragraph (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on

the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

Example #1

Limit of Insurance	\$90,000
Amount of Deductible	\$500
Amount of Loss	\$50,000
Amount of Loss Payable	\$49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$10,000
Debris Removal Expense Payable	\$10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris

removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,500, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs d.(1) through d.(7).

- (1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:
 - (a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (c) Use of defective material or methods in construction, remodeling or

renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

- (d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (i) A cause of loss listed in Paragraph (2)(a) or (2)(b);
 - (ii) One or more of the "specified causes of loss";
 - (iii) Breakage of building glass;
 - (iv) Weight of people or personal property; or
 - (v) Weight of rain that collects on a roof.
- (3) This Additional Coverage – Collapse does **not** apply to:
 - (a) A building or any part of a building that is in danger of falling down or caving in;
 - (b) A part of a building that is standing, even if it has separated from another part of the building; or
 - (c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (4) With respect to the following property:
 - (a) Awnings;
 - (b) Gutters and downspouts;
 - (c) Yard fixtures;
 - (d) Outdoor swimming pools;
 - (e) Piers, wharves and docks;
 - (f) Beach or diving platforms or appurtenances;
 - (g) Retaining walls; and
 - (h) Walks, roadways and other paved surfaces;if an abrupt collapse is caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d), we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.
- (5) If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building,

we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- (a) The collapse of personal property was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d) of this Additional Coverage;
- (b) The personal property which collapses is inside a building; and
- (c) The property which collapses is not of a kind listed in Paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- (6) This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (7) This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.
- (8) The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs d.(1) through d.(7).

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of

restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
 - (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
- (c) Business Income means the:
- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
- (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;

- iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.
- (ii) Include:
- i. Payroll;
 - ii. Employee benefits, if directly related to payroll;
 - iii. FICA payments you pay;
 - iv. Union dues you pay; and
 - v. Workers' compensation premiums.

(2) Extended Business Income

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
- (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (ii) Ends on the earlier of:
 - i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - ii. 30 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

- (1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
 - (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (2) Extra Expense means expense incurred:
- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (b) To minimize the suspension of business if you cannot continue "operations".
 - (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

i. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of

the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When your Civil Authority coverage for Business Income ends;
- whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the

check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit of Insurance is shown in the Declarations.

I. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.
- (3) The ordinance or law referred to in Paragraph (2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or

- (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants", "fungi", wet rot or dry rot.

- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$10,000.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment Property Loss Condition in Section I – Property do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this

Additional Coverage, as stated in Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

- (1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit of Insurance is indicated in the Declarations.

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
- (a) Source of materials; or
 - (b) Outlet for your products.
- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (4) Dependent property means property owned by others whom you depend on to:
- (a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
 - (b) Accept your products or services;
 - (c) Manufacture your products for delivery to your customers under contract for sale; or
 - (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and

- (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- (6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

- (7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

- (1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- (2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:
- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

q. Interruption Of Computer Operations

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business

Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.

- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
 - (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
 - (c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and

expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.
- (5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- (6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

- (1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot are the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- (2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot are present.
- (3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total

of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
 - (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi",

wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

6. Coverage Extensions

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage

under this Extension is \$100,000 at each building.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$2,500, unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
- (2) This Coverage Extension does not apply to:
 - (a) Property held as samples or for delivery after sale; and
 - (b) Property in storage away from the premises shown in the Declarations.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.
For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.
- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.
- (5) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;
 - (e) Paragraph **B.2.g.**, False Pretense;

- (f) Paragraph **B.2.m.(2)**, Errors Or Omissions; and
- (g) Paragraph **B.3.**

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.
For accounts receivable not at the described premises, the most we will pay is \$5,000.
- (3) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;
 - (e) Paragraph **B.2.g.**, False Pretense;
 - (f) Paragraph **B.3.**; and
 - (g) Paragraph **B.6.**, Accounts Receivable Exclusion.

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects

a substantial area.

a. Ordinance Or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic

data".

f. War And Military Action

- (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.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. Certain Computer-related Losses

- (1) The failure, malfunction or inadequacy of:
 - (a) Any of the following, whether

belonging to any insured or to others:

- (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
 - (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
 - (iii) "Computer" operating systems and related software;
 - (iv) "Computer" networks;
 - (v) Microprocessors ("computer" chips) not part of any "computer" system; or
 - (vi) Any other computerized or electronic equipment or components; or
- (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above results in a "specified cause of loss" under Section I – Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi", Wet Rot Or Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet rot or dry rot result from fire or lightning; or

- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

j. Virus Or Bacteria

- (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion i.;
- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

- (1) Collapse, including any of the following conditions of property or any part of the property:
 - (a) An abrupt falling down or caving in;
 - (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph **i.(1)(a)** or **i.(1)(b)**.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

- (2) This Exclusion **i.**, does not apply:
 - (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
 - (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of "computer(s)";

- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

- a.** We will not pay for:

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.
 - (2) Any other consequential loss.
- b.** With respect to this exclusion, suspension means:
- (1) The partial slowdown or complete cessation of your business activities; and
 - (2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

- a.** Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- b.** Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c.** Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance of Section **I** – Property shown in the Declarations.
2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I – Property:

- a. Fire Department Service Charge;
- b. Pollutant Clean-up And Removal;
- c. Increased Cost Of Construction;
- d. Business Income From Dependent Properties;
- e. Electronic Data; and
- f. Interruption Of Computer Operations.

4. Building Limit – Automatic Increase

- a. In accordance with Paragraph C.4.b., the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.
- b. The amount of increase is calculated as follows:
 - (1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit by:
 - (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or
 - (b) .08, if no percentage of annual increase is shown in the Declarations; and
 - (2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If:

The applicable Building limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is
 $\$100,000 \times .08 \times 146 \div 365 = \$3,200.$

5. Business Personal Property Limit – Seasonal Increase

- a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:
 - (1) The Business Personal Property – Seasonal Increase percentage shown in

the Declarations; or

- (2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

- b. The increase described in Paragraph 5.a will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (1) The 12 months immediately preceding the date the loss or damage occurs; or
- (2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

- 1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.
- 2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:
 - a. Money and Securities;
 - b. Employee Dishonesty;
 - c. Outdoor Signs; and
 - d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

- 3. No deductible applies to the following Additional Coverages:
 - a. Fire Department Service Charge;
 - b. Business Income;
 - c. Extra Expense;
 - d. Civil Authority; and
 - e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an

appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section I – Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this

within 60 days after our request. We will supply you with the necessary forms.

- (8) Cooperate with us in the investigation or settlement of the claim.
 - (9) Resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **d.(1)(e)** below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:
 - (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the

least of the following amounts:

- (i) The Limit of Insurance under Section I – Property that applies to the lost or damaged property;
- (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
 - (i) The actual cash value of the lost or damaged property; or
 - (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.
- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (d) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon

as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- (2) If the Actual Cash Value – Buildings option applies, as shown in the Declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
 - (a) Used or secondhand merchandise held in storage or for sale;
 - (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;
 - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' Improvements and Betterments at:
 - (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the

number of days from the loss or damage to the expiration of the lease; and

- (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to Accounts Receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of

lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section I – Property.

7. Resumption Of Operations

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b. Extra Expense loss to the extent you can return "operations" to normal and

discontinue such Extra Expense.

8. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs (a) and (b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not

affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. Mortgageholders

a. The term "mortgageholder" includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgageholder at least:

(1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under Section I – Property:

a. We cover loss or damage commencing:

- (1) During the policy period shown in the Declarations; and
- (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. Paragraph A.3., Covered Causes Of Loss, and Paragraph B., Exclusions in Section I – Property, do not apply to this Optional Coverage, except for:

- (1) Paragraph B.1.c., Governmental Action;
- (2) Paragraph B.1.d., Nuclear Hazard; and
- (3) Paragraph B.1.f., War And Military Action.

c. We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion; or
- (5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.

e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

c. The most we will pay for loss in any one occurrence is:

- (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
- (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

d. All loss:

- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
- is considered one occurrence.

e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

a. We will pay for direct loss of or damage to Business Personal Property and "money"

and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
- (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts; is considered one occurrence.
- e. If any loss is covered:
- (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of

premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
- (1) You; or
 - (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
- (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
- (1) This Optional Coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., employee means:
- (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent

employee as defined in Paragraph (1) above, who is on leave; or

- (b) To meet seasonal or short-term workload conditions;
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
- (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

4. Equipment Breakdown Protection Coverage

- a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
 - (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (3) Damage to any vacuum tube, gas tube, or brush; or
 - (4) The functioning of any safety or protective device.
- b. Paragraphs **A.4.a.(1)** and **A.4.a.(2), Limitations**, do not apply to this Optional Coverage.
 - c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph **B. Exclusions** do not apply:

- (1) Paragraph **B.2.a. Electrical Apparatus**;
- (2) Paragraph **B.2.d. Steam Apparatus**; and
- (3) Paragraph **B.2.i.(6) Mechanical Breakdown**.

- d. With respect to the coverage provided by this Optional Coverage, Paragraph **G.1.c.(5)** of the **Outdoor Sign Optional Coverage** does not apply.
- e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

- f. With respect to **Additional Coverages 5.f. Business Income** and **5.g. Extra Expense**, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

As respects the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

- g. With respect to the coverage provided by this Optional Coverage, Paragraph **H. Property Definitions** is amended as follows:
 - 1. "Computer" means:
 - a. Programmable electronic equipment that is used to store, retrieve and process data; and
 - b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production type machinery or equipment.
- h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to,

a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or

device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. "Manager" means a person serving in a directorial capacity for a limited liability company.
6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
7. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
8. "Operations" means your business activities occurring at the described premises.
9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (2) Ends on the earlier of:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.
 - b. Does not include any increased period required due to the enforcement of any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including

smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money".
12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss of or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
13. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
14. "Valuable papers and records" means inscribed, printed or written:
 - a. Documents;
 - b. Manuscripts; and
 - c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II – LIABILITY

A. Coverages

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or 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 Paragraph **D.** – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; 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 or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f.** Coverage Extension – Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph **C.1.** 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 before the policy period.

- (2) 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.
- 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 C.1. 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 "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 C.1. 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".
- f. **Coverage Extension – Supplementary Payments**
 - (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 Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (c) The cost of bonds to release attachments, but only for bond amounts within our 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 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 our Limit of Insurance.

These payments will not reduce the limit of liability.

- (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:

- (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph (2) 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 **B.1.b.(2)** Exclusions in Section II – 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:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above are no longer met.

2. Medical Expenses

- 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 Limits of Insurance of Section II – Liability. 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.

B. Exclusions

1. Applicable To Business Liability Coverage

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:

- (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.

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 allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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 51 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 or motor vehicle registration law where it is licensed or principally garaged; or

(b) The operation of any of the following machinery or equipment:

(i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing 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", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared 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 government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(3) Supervisory, inspection or engineering services;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Body piercing services; and

(9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render of any professional service.

k. 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 contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to

you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph **D. Liability And Medical Expenses Limit Of Insurance** in Section **II – Liability**.

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".

I. Damage To Your Product

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

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1)** 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";
- (2)** Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3)** Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4)** 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;
- (5)** Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6)** Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7)** Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8)** Committed by an insured whose business is:
 - (a)** Advertising, broadcasting, publishing or telecasting;
 - (b)** Designing or determining content of websites for others; or
 - (c)** 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 Paragraph **F. Liability And Medical Expenses Definitions**.

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

- (9)** Arising out of the actual, alleged or

threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

- (10) With respect to any loss, cost or expense arising out of any:
- (a) Request, demand or order 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".
- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (12) 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.
- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. 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 computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process,

store, retrieve or send data.

r. Criminal Acts

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

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

"Bodily injury", "property damage", or "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.

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in Section II – Liability 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 Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D.** Liability And Medical Expenses Limits of Insurance in Section II – Liability.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a.** To any insured, except "volunteer workers".
- b.** To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c.** To a person injured on that part of premises you own or rent that the person normally occupies.
- d.** 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.** To a person injured while practicing, instructing or participating in any physical

exercises or games, sports or athletic contests.

- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business 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 the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, 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 Medical Expenses 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 Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "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.

- d. As used in this exclusion:

- (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (2) "Hazardous properties" include radioactive, toxic or explosive properties;
- (3) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) 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;

- (4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (5) "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;

- (6) "Property damage" includes all forms of radioactive contamination of property;
- (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (10) "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 Paragraphs (a) and (b) of the definition of "nuclear facility".

C. 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), or 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" as a consequence of Paragraph (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b); 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 policy.

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.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of Section II – Liability 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 most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;

- (3) Plus all "personal and advertising injury" caused by offenses committed; is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability 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.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

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

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 that 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 policy:

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 policy 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 policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses 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 websites, only that part of a website 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 semi-trailer

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 or motor vehicle registration law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) 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, drawings, opinions, reports, surveys, change orders, designs or 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 Paragraph (2) above and supervisory, inspection or engineering services.

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, on which are 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 land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration 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 the job site has been put to its intended use by any other 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

 - 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; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
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, 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.

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)

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. Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started, and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building

and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a)** Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b)** Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

- b.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- c.** 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. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1.** This policy;
- 2.** The Covered Property;
- 3.** Your interest in the Covered Property; or
- 4.** A claim under this policy.

D. 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.

E. 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 and 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.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

- 1.** If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.
- 2.** Business Liability Coverage is excess over:
 - a.** Any other insurance that insures for direct physical loss or damage; or

- b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
- a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
- a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.
- Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy 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 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.

3. 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.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, 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. This condition does not apply to Medical Expenses Coverage.

L. 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.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B.1. Exclusions – Applicable To Business Liability Coverage** in **Section II – Liability**:

This insurance does not apply to "bodily injury" or "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 "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (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 modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Exclusion Of War, Military Action And Terrorism

A. SECTION I PROPERTY; B. Exclusions; 1. f. War and Military Action is deleted in its entirety and is replaced by the following:

f. War and Military Action

- (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.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

B. SECTION I PROPERTY; B. Exclusions; 1. item t. is added:

t. Terrorism

“Terrorism” including any action taken in hindering or defending against an actual or expected incident of “terrorism” regardless of any other cause or event that contributes concurrently.

But with respect to any such activity that also comes within the terms of the War and Military Action Exclusion, that exclusion supersedes this “Terrorism” Exclusion.

In the event of an act of “terrorism” that involves nuclear reaction or radiation, or radioactive contamination, this “Terrorism” Exclusion supersedes the Nuclear Hazard Exclusion.

A. SECTION II – LIABILITY; B. Exclusions; 1. Applicable To Business Liability Coverage; i. War and SECTION II – LIABILITY; B. Exclusions; 2. Applicable To Medical Expenses Coverage; h. is deleted in its entirety and replaced by the following:

- i. War or Terrorism
 - “Bodily injury”, “property damage”, “personal and advertising injury” arising, directly or indirectly out of:
 - (1) War, including undeclared or civil war; or
 - (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;
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 - (4) “Terrorism”, including any action taken in hindering or defending against an actual or expected incident of “terrorism” regardless of any other cause or event that contributes concurrently.

The following definition is added with respect to the provisions of this endorsement:

Terrorism means activities against persons, organizations or property of any nature:

- (1) That involve the following or preparation for the following:
 - (a) Use or threat of force or violence; or
 - (b) Commission or threat of a dangerous act; or
 - (c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- (2.) When one or both of the following applies:
 - (a) The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (b) It is reasonable to believe that the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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:

BUSINESSOWNERS COVERAGE FORM

Actual Cash Value Definition

It is agreed the following is added to **SECTION I – PROPERTY; H. Property Definitions:**

“Actual Cash Value” means replacement cost less depreciation.

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:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – FIDUCIARY LIABILITY AND FINANCIAL SERVICES

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, items cc. and dd. are added as follows:

- cc. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” resulting from the rendering of or the failure to render financial services by any insured for other persons or organizations. For the purpose of this exclusion, financial services include but are not limited to:
- (1) Planning, administering or advising on:
 - (a) Any: investment, pension, annuity, savings, checking, or individual retirement plan, fund or account;
 - (b) The issuance or withdrawal of any bond, debenture, stock or other securities;
 - (c) The trading of securities, commodities or currencies; or
 - (d) Any acquisitions or mergers;
 - (2) Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
 - (3) Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
 - (4) Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
 - (5) Checking or reporting of credit;
 - (6) Maintaining of financial accounts or records;
 - (7) Tax planning, tax advising or the preparation of tax returns; or
 - (8) Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.
- dd. This insurance does not apply to “bodily injury”, “property damage”, or “personal injury and advertising injury” arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

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:

BUSINESSOWNERS COVERAGE FORM

PROTECTIVE DEVICES OR SERVICES PROVISIONS SCHEDULE

Premises Number	Building Number	Symbol	Description of Protective Safeguard
ALL	ALL	P-6	All electric is on functioning and operational circuit breakers
ALL	ALL	P-5	Functioning and operational smoke/heat detectors in all units or occupancies
ALL	ALL	P-7	Functioning and operational central station burglar alarms with a monitoring contract.

The following is added to the policy:

A. Protective Safeguards

1. You are required to have and maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:
 - a. **“P-1”** Automatic Sprinkler System, including related supervisory services.
Automatic Sprinkler System means:
 - 1) Any automatic fire protective or extinguishing system, including connected:
 - a) Sprinklers and discharge nozzles;
 - b) Ducts, pipes, valves and fittings;
 - c) Tanks, their components parts and supports; and
 - d) Pumps and private fire protection mains.
 - 2) When supplied from an automatic fire protective system:
 - a) Non-automatic fire protective systems; and
 - b) Hydrants, standpipes and outlets.
 - b. **“P-2”** Automatic Fire Alarm, protecting the entire building, that is:
 - 1) Connected to a central station; or
 - 2) Reporting to a public or private fire alarm station.
 - c. **“P-3”** Security Service, with a recording system or watch clock making hourly rounds covering the entire building, when the premises are not in actual operations.
 - d. **“P-4”** Service Contract with a privately owned fire department providing fire protection service to the described premises.
 - e. **“P-5”** Functioning and operational smoke/heat detectors in all units or occupancies.
 - f. **“P-6”** All Electrical in on functioning and operational circuit breakers.
 - g. **“P-7”** Functioning and operational central station burglar alarm with a monitoring contract.
 - h. **“P-8”** Functioning and operational surge protectors on all computer and audio-video equipment.
 - i. **“P-9”** Refrigeration maintenance contract on all refrigeration equipment.

- j. **“P-10”** Functioning and operational automatic fire suppression system per NFPA #96 on all cooking equipment.
- k. **“P-15”** Any item on a display rack with a sales price of \$250 or more must be affixed with a security sensor or must be chained and locked to a rack.
- l. **“P-16”** The building is protected from lightning with an approved NFPA 780 installation.
- m. **“P-17”** Flammable liquids must be stored in NFPA #30 approved cabinets.
- n. **“P-18”** No smoking signs must be posted and enforced.
- o. **“P-21”** The protective system described in the schedule.

The following is added to Paragraph **B. Exclusions in Section I - Property**:

With respects to **“P-1”**, **“P-2”**, **“P-3”**, **“P-4”**, **“P-5”**, **“P-6”**, **“P-8”**, **“P-10”**, **“P-16”**, **“P-17”**, and **“P-18”**, we will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- p. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- q. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

With respect to **“P-3”**, **“P-7”** and **“P-15”**, we will not pay for loss or damage caused by or resulting from vandalism, burglary, theft or any other act of stealing if, prior to the vandalism, burglary, theft or any other act of stealing, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to **“P-6”** and **“P-8”** we will not pay for loss or damage caused by or resulting from “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance if, prior to the “equipment breakdown” you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to **“P-9”** we will not pay for loss or damage caused by or resulting from “equipment breakdown”, spoilage or expediting expenses as a result of spoilage if, prior to the “equipment breakdown” you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to **“P-21”** we will not pay for loss or damage caused by or resulting from fire, vandalism, burglary, theft or any other act of stealing, “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance, “equipment breakdown”, spoilage or expediting expenses as a result of spoilage, as applicable, if you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

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:

BUSINESSOWNERS 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(s).

No coverage is provided for any classification(s) and code(s) not specifically listed on the Declarations page(s) 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:

BUSINESSOWNERS COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE LIMIT

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; f. Business Income; (4) “This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) The most we will pay under the Business Income additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; g. Extra Expense; (4) “We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. The most we will pay under the Extra Expense additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

The limit shown for Business Income and Extra Expense on the DECLARATIONS or EXTENSION OF DECLARATIONS is the total limit for both additional coverages.

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 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:

BUSINESSOWNERS COVERAGE FORM

- A.** Exclusion **B.1.q.** of **Section II – Liability** is replaced by the following:

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- (1)** Damages, other than damages because of "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; or
- (2)** Damages arising out of 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 computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. The following is added to Paragraph B.1.p. Personal And Advertising Injury Exclusion of Section II – Liability:

This insurance does not apply to:

p. Personal And Advertising Injury

"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.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT

It is agreed:

SECTION II – LIABILITY; E. Liability And Medical Expenses General Conditions; 4. Separation Of Insureds is deleted in its entirety and replaced with the following:

4. Separation of Insureds

The Limits of Insurance of **Section II – Liability** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

A. The following exclusion is added to Paragraph B. Exclusions:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

1. Unauthorized access to or use of any computer system (including "electronic data").
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. Additional Coverage

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

3. Computer Fraud And Funds Transfer Fraud Endorsement

The exclusion in Paragraph **A.** does not apply to the Computer Fraud And Funds Transfer Fraud endorsement when attached to your policy.

4. Electronic Commerce Endorsement

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

5. Information Security Protection Endorsement

The exclusion in Paragraph **A.** does not apply to the Information Security Protection Endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism:

Vandalism does not include a cyber incident as described in Paragraph **A.**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – SPECIFIC ACTIVITIES, EVENTS OR CONDITIONS OR OVER 2,500 PEOPLE

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
 - q.** Pub crawls, bar tours, wine walks or similar events in which attendees consume alcoholic beverages at multiple establishments in a single day or night.

- II.** Activity, event or condition including but not limited to those listed above with attendance that exceeds two thousand five hundred (2,500) 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.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION - INJURY TO PERFORMERS OR ENTERTAINERS

This insurance does not apply to:

- (A) "Bodily injury", medical expenses or "personal and advertising injury" to any performer or entertainer for which any insured may be held liable in any capacity; or
- (B) Any obligation of the insured to indemnify or contribute with another because of damages arising out of the "bodily injury", medical expenses or "personal and advertising injury" as a consequence of (A) above; or
- (C) "Bodily injury", medical expenses or "personal and advertising injury" sustained by the spouse, child, parent, brother or sister of a performer or entertainer of any insured as a consequence of "bodily injury" or "personal and advertising injury" to such performer or entertainer.

This exclusion applies to all claims and "suits" by any person or organization for damages because of such "bodily injury", medical expenses or "personal and advertising injury" including damages for care and loss of services.

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:

BUSINESSOWNERS COVERAGE FORM

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

It is agreed:

SECTION II – LIABILITY; B. EXCLUSIONS; 1. c. Liquor Liability is deleted in its entirety and replaced with the following:

"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 or 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:

BUSINESSOWNERS COVERAGE FORM

MOLESTATION OR ABUSE EXCLUSION

The following applies to **SECTION II – LIABILITY** and supersedes any provision to the contrary:

This insurance does not apply to any injury sustained by any person arising out of or resulting from any alleged, threatened or actual molestation or abuse by:

- i. Any insured; or
- ii. Any “employee” of any insured; or
- iii. Any “volunteer worker” or “temporary worker”; or
- iv. Any other person.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, threatened or actual including but not limited to molestation or abuse arising out of your 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 any molestation or abuse to the proper authorities, or failure to so report, or 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:

BUSINESSOWNERS COVERAGE FORM

“EQUIPMENT BREAKDOWN” ENHANCEMENT ENDORSEMENT

With respect to “Equipment Breakdown”, this endorsement changes coverage provided by the **Businessowners Coverage Form** and endorsements thereto.

SECTION I – PROPERTY, A. Coverage, 4.a.(1) and 4.a.(2) are deleted.

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, is amended by addition of the following:

Expediting Expense

We will pay for the expediting expense loss resulting from an “Equipment Breakdown” causing damage to Covered Property. We will pay the “reasonable extra cost” to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

“Green” Environmental and Efficiency Improvements

If **Covered Property** requires repair or replacement due to an “Equipment Breakdown”, we will pay:

- (1) The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged **Covered Property** with equipment of like kind and quality that qualifies as “Green”. “Like kind and quality” includes similar size and capacity.
- (2) The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a “Green Authority” to participate in the repair or replacement of physically damaged **Covered Property** as “Green”.
- (3) The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced **Covered Property** as “Green”.
- (4) The additional reasonable and necessary cost incurred by the Insured for “Green” in the removal, disposal or recycling of damaged **Covered Property**.
- (5) The business interruption (if covered within the Policy to which this **Equipment Breakdown Enhancement Endorsement** – “Green” Environmental and Efficiency Improvements is attached) loss during the additional time required for repair or replacement of **Covered Property**, consistent with “Green”, in the coverages above.
- (6) We will not pay more than one hundred twenty-five percent (125%), to a maximum limit of \$100,000, of what the cost would have been to repair or replace with

equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

These “Green” Environmental and Efficiency Improvements will be part of, and not an addition to, the limit of liability per loss or any other sub-limits of liability of this policy. “Green” Environmental and Efficiency Improvements is subject to the following conditions:

- a. **Covered Property** does not include stock, raw materials, finished goods, “production machinery”, merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Losses shall not be adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. “Equipment Breakdown” will not cover any loss covered under any other section of this policy.
- d. “Equipment Breakdown” will not cover any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the “Equipment Breakdown”.

Refrigerant Contamination

We will pay for contamination by a refrigerant resulting from “Equipment Breakdown” causing damage to **Covered Property**.

The most we will pay for loss or damage under this coverage is the limit shown in the Declaration for Business Personal Property or \$250,000, whichever is less, unless a higher limit is provided by endorsement. In that case, whichever limit is greater will apply. This payment may be adjusted for salvage expenses or recoveries, if any.

Spoilage Coverage

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by “Equipment Breakdown” to types of property covered by this policy, that are:

- (1) located on or within 1,000 feet of the described premises;
- (2) owned or used by you, owned by the building owner at the described premises, or owned by a public utility; and
- (3) used to supply telephone, electricity, air conditioning, heating, gas, water or steam to the described premises.

However, we will not pay for any loss, damage, cost or expense for which coverage is provided by the **Businessowners Coverage Form** and endorsements thereto.

The most we will pay for loss or damage under this coverage is the limit shown in the Declaration for Business Personal Property or \$250,000, whichever is less, unless a higher limit is provided by endorsement. This payment may be adjusted for salvage expenses or recoveries if any.

SECTION I – PROPERTY, B. Exclusions, exclusion 1.e. Utility Services, is amended by addition of the following with respect to insurance coverage provided by this endorsement:

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

However, we will pay for loss resulting in a Business Income or Extra Expense loss due to an "Equipment Breakdown" to covered equipment that occurs on or within 1,000 feet of the described premises.

If failure of power or other utility service results in an "Equipment Breakdown" to **Covered Property**, we will pay for the loss or damage caused by the "Equipment Breakdown".

This exclusion does not apply to loss or damage to "computer(s)" and "electronic media and records".

However, we will not pay for any loss, damage, cost or expense for which coverage is provided by the **Businessowners Coverage Form** and endorsements thereto.

SECTION I – PROPERTY, B. Exclusions, is amended by deletion of the following **Exclusions** in their entirety:

2.a. Electrical Apparatus

2.d. Steam Apparatus

2.i. Other Types Of Loss, item (6)

SECTION I – PROPERTY, B. Exclusions, is amended by the addition of the following **Exclusion**:

Any accident, loss, damage, cost, claim or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data by any computer system including any hardware, programs or software.

SECTION I – PROPERTY, E. Loss Conditions, 5. Loss Payment, is amended by addition of the following:

If **Covered Property** requires repair or replacement due to an "Equipment Breakdown", we will pay your additional cost to repair or replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

However, we will not pay more than one hundred twenty-five percent (125%) of what the cost might have been to repair or replace with like kind and quality. This condition does not apply to any property to which Actual Cash Value applies.

SECTION I – PROPERTY, F. Property General Conditions, is amended by addition of the following:

Suspension

Whenever **Covered Property** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that **Covered Property** for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

But if we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

SECTION I – PROPERTY, G. Optional Coverages, 1.c.(5) is deleted in its entirety.

SECTION I – PROPERTY, G. Optional Coverages, 4. Equipment Breakdown Protection Coverage is deleted in its entirety and replaced by the provisions of this “Equipment Breakdown” endorsement.

SECTION I – PROPERTY, H. Property Definitions, 12. “Specified Causes of Loss” also means “Equipment Breakdown”.

SECTION I – PROPERTY, H. Property Definitions, is amended by the addition of the following:

“Green” means products, materials, methods and processes certified by a “Green Authority” that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

“Green Authority” means an authority on “Green” buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), “Green” Building Initiative Green Globes®, Energy Star Rating System or any other recognized “Green” rating system.

“Production machinery” means any machine that processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

“Reasonable extra cost” shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit shown on the Declaration Page.

SECTION I – PROPERTY, H. Property Definitions, is amended by addition of the following:

“Equipment Breakdown” as used herein means:

a. Physical loss or damage both originating within:

(1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

(a) waste disposal piping; and/or

(b) any piping forming part of a fire protective system; and/or

(c) furnaces; and

(d) any water piping other than:

(i) boiler feed water piping between the feed pump and the boiler; or

- (ii) boiler condensate return piping; or
- (iii) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
- (2) All mechanical, electrical, electronic or fiber optic equipment; and
- b.** Caused by, resulting from, or consisting of:
 - (1) Mechanical breakdown; or
 - (2) Electrical or electronic breakdown meaning breakdown from artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; or
 - (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" does not mean physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
- (6) The following causes of loss to personal property:
 - (a) dampness or dryness of atmosphere;
 - (b) marring or scratching.

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:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – ASBESTOS, LEAD CONTAMINATION, ABSOLUTE POLLUTION, MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN

ABSOLUTE POLLUTION EXCLUSION – PROPERTY

SECTION I - PROPERTY; B. Exclusions; 2.j., is deleted and replaced in its entirety with the following:

j. Pollution

Coverage under this policy does not apply:

- (1) to direct physical loss of or damage to Covered Property,
- (2) to your expense to remove debris of Covered Property,
- (3) to any actual loss of Business Income you sustain due to the necessary suspension of your “operations” during the “period of restoration”,
- (4) to any extra expense you incur during the “period of restoration”,
- (5) to damages for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space.
- (6) to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, or
- (7) to any litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of “pollutants”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

This exclusion applies even if such “pollutant” has a function in, or is used by you in your business, operations, premises, site or location.

“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.

ASBESTOS MATERIAL EXCLUSION - PROPERTY

SECTION I – PROPERTY; B. Exclusions; 2., is amended by the addition of the following:

Coverage under this policy does not insure loss or expense resulting from:

- (1) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material.
- (2) any government direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

EXCLUSION - LEAD CONTAMINATION - PROPERTY

SECTION I – PROPERTY; B. Exclusions; 2., is amended by the addition of the following:

Coverage under this policy does not apply to, and we will not defend or pay any loss arising, directly out of or indirectly resulting from, based upon or in any way involving the existence of lead in any form.

MOLD, FUNGUS, BACTERIA, VIRUS OR ORGANIC PATHOGEN EXCLUSION – PROPERTY

SECTION I – PROPERTY; B. Exclusions; 2., is amended by the addition of the following:

Coverage under this policy does not apply:

- (1) to direct physical loss of or damage to Covered Property,
- (2) to your expense to remove debris of Covered Property,
- (3) to any actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration",
- (4) to any extra expense you incur during the "period of restoration",
- (5) to damages for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space.
- (6) to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "organic pathogens", or
- (7) to any litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of "organic pathogens", whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

"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.

SECTION I – PROPERTY, H. Property Definitions, paragraph **10.**, is deleted in its entirety and replaced with the following:

- 10.** “Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

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:

BUSINESSOWNERS COVERAGE FORM

Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead

SECTION II – LIABILITY; B. Exclusions; 1 Applicable to Business Liability; f. Pollution is deleted in its entirety and replaced with the following:

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

- (1) “Bodily injury”, “property damage”, or “personal and advertising injury”; 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, or in concurrence or in any sequence out of 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 from the consumption of food products intended for human consumption.

“Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other

solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

“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.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BODILY INJURY EXCLUSION – ALL EMPLOYEES, VOLUNTEER WORKERS, TEMPORARY WORKERS, CASUAL LABORERS, CONTRACTORS AND SUBCONTRACTORS

SECTION II – LIABILITY, 1. Applicable To Business Liability Coverage, B. Exclusions, e. Employer’s Liability is deleted in its entirety and replaced with the following:

e. Employer’s Liability

- (1) “Bodily injury” to any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” arising out of or in the course of:
 - (a) Employment by any insured or additional insured; or
 - (b) Performing duties related to the conduct of any insured’s or additional insured’s business;
- (2) “Bodily injury” to any “Contractor”, “Subcontractor” or any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any “Contractor” or “Subcontractor”, whether or not under contract with any insured or additional insured, arising out of or relating, directly or indirectly, to providing or failing to provide work, materials or services of any kind or nature whatsoever by such “Contractor”, “Subcontractor”, “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of such “Contractor” or “Subcontractor” for which any “bodily injury” any insured or additional insured may become liable in any capacity; or
- (3) Any obligation of any insured or additional insured to indemnify or contribute with another because of damages arising out of such “bodily injury”; or
- (4) “Bodily injury” sustained by the spouse, child, parent, brother or sister of any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any insured or additional insured, or of any “Contractor”, “Subcontractor”, or of any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any “Contractor” or “Subcontractor” as a consequence of any injury to any person as set forth in paragraphs (1.) and (2.) of this endorsement.

This exclusion applies to all claims and “suits” by any person or organization for damages because of such “bodily injury”, including, but not limit to damages for care and loss of services and any claim under which any insured may be held liable under any Workers’ Compensation law.

“Contractor” or “Subcontractor” means any person who provides work, material or services of any kind, to any person entity or organization with or without a contract.

“Casual laborer” means any person, not a “Contractor” or “Subcontractor” who provides work, materials or services of any kind to any person, entity or organization with or without a contract.

As respects this exclusion solely, **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions, 4. Separation of Insureds** is deleted in its entirety and replaced with the following:

4. Separation of Insureds

Except with respect to the Limits of Insurance, this exclusion and to 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.

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:

BUSINESSOWNERS COVERAGE FORM

WINDSTORM OR HAIL EXCLUSION

The following exclusion is added to SECTION I - PROPERTY; B. Exclusions; 1.

i. Windstorm or Hail

We will not pay for loss or damage caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. For example, if a loss or damage from a covered weather condition other than Windstorm or Hail also occurs, and that loss or damage would not have occurred but for the Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail, and therefore part of the excluded Windstorm or Hail occurrence.

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:

BUSINESSOWNERS COVERAGE FORM

ANIMAL EXCLUSION

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses or cost of defense caused by or arising out of contact with any animals, reptiles, birds, fish, insects, and any animal organism other than human.

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:

BUSINESSOWNERS COVERAGE FORM

Exclusion - Athletic Activity Or Sport Participants

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended with the addition of the following:

Athletic Activity or Sport Participants

"Bodily injury" to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis.

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:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR BLEACHER COLLAPSE

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses or cost of defense caused by or arising out of the collapse of any bleacher, grandstand, benches, boxes or other seating structures, whether or not such collapse is a partial or total collapse.

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:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR MECHANICAL RIDES

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses and cost of defense caused by or arising out of the operation, maintenance, existence or use of any mechanical ride or riding device.

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:

**BUSINESSOWNERS COVERAGE FORM
TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM**

LIMITS OF INSURANCE UNDER MULTIPLE COVERAGE PARTS

It is agreed **BUSINESSOWNERS COVERAGE FORM, SECTION III – COMMON POLICY CONDITIONS**, paragraph **H. Other Insurance**, is amended by the addition of the following:

4. Limit Of Insurance Under Multiple Coverage Parts

If we determine that more than one coverage part applies to the same “occurrence” or **Wrongful Act**, the maximum limits of insurance available under all coverage parts combined shall be the highest applicable limit of insurance under any one coverage part. The applicable deductible shall correspond to the coverage part 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 **TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM; XV. OTHER INSURANCE** is amended by the addition of the following:

If we determine that more than one coverage part applies to the same **Loss or Wrongful Act**, the maximum limits of insurance available under all coverage parts combined shall be the highest applicable limit of insurance under any one coverage part. The applicable deductible shall correspond to the coverage part 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.

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

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS 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.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Who Is An Insured Clarification Endorsement

Throughout this policy, with the exception of **SECTION II – LIABILITY; C. 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:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR CLIMBING, REBOUNDED AND
INTERACTIVE GAMES AND DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:

(1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:

- (a) Rock climbing walls, Velcro walls and similar scaling devices; Gymnastic equipment;
- (b) Trampolines and similar rebounding devices
- (c) “Moon Bounces”, “Moon Walks”, “Space Walks”, and similar inflatable games and devices;
- (d) Laser tag, bungee jumping, sumo wrestling, human spheres, water slides and similar interactive games and devices;
- (e) Advertising balloons, rooftop balloons, helium blimps, and similar devices

by any insured or by any person for which any insured may be held liable in any capacity.

- b. Any obligation for any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

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:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR FIREARMS, FIREWORKS AND OTHER
PYROTECHNIC DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:
 - (1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - (a) Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices:
 - (b) Fireworks, including firecrackers, roman candles, pinwheels, skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these;
- by any insured or by any person for which any insured may be held liable in any capacity.
- b. Any obligation of any insured to indemnify, defend or contribute jointly or severably with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

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:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR EVENT VENDOR/EXHIBITOR &
CONTRACTOR**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. Any claim, demand or “suit” arising out of the activities or operations of a person or entity participating as a vendor, exhibitor, performer or other capacity in an event hosted, sponsored or coordinated by any insured.
- b. Any claim, demand or “suit” arising out of the operations performed for any insured by any contractor or independent contractor or acts or omissions of any insured in the selection and retention of any contractor or independent contractor or acts or omissions or any insured in connection with the general supervision of such operations.

This exclusion does not apply to the expense related to investigation or defense of any claim, demand or “suit” against any insured under paragraphs a. and b. above.

This exclusion does not apply to any claim, demand or “suit” arising out of the activities or operations of any insured participating as a vendor, exhibitor or other capacity in an event not hosted, sponsored or coordinated by the insured named on 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.

This endorsement modifies insurance provided under the following:

NON PROFIT MANAGEMENT LIABILITY POLICY

FLORIDA STATE AMENDATORY ENDORSEMENT

To be attached to and form a part of all Non Profit Management Liability Policies written in the state of Florida.

It is hereby agreed that the following sections are amended and supersede any provision to the contrary:

The General Terms and Conditions, Section VIII. CHANGES IN EXPOSURE, "Takeover of the Named Insured", Item 3. is deleted and replaced by the following:

Right to Purchase

3. The **Named Insured** shall have the right to purchase an Extended Reporting Period, subject to Section II. EXTENDED REPORTING PERIOD herein, to report **Claims** arising out of **Wrongful Acts** occurring prior to the effective date of any **Takeover**.

It is further agreed that the any reference to "Retention" in the General Terms and Conditions, Directors and Officers Coverage Part, Employment Practices Coverage Part, or Fiduciary Liability Coverage Part shall be replaced by "Deductible"

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.

In consideration of payment of the premium and subject to the Policy Declarations, General Terms and Conditions, and the limitations, conditions, provisions and all other terms of this **Coverage Part**, the **Company** and the **Insureds** agree as follows:

Words that are in bold have special meaning and are defined in Section III. DEFINITIONS of this **Coverage Part**, or in Section I. DEFINITIONS of the General Terms and Conditions, incorporated in or attached to this **Coverage Part**, as applicable.

I. **INSURING AGREEMENTS**

- A. Individual Insured – Non-Indemnified Coverage
The **Company** will pay, on behalf of an **Individual Insured**, **Loss** and **Defense Costs** resulting from a **Claim** first made against an **Individual Insured** during the **Policy Period**, or Extended Reporting Period, if applicable, to the extent such **Individual Insured** is not indemnified by the **Organization** for such **Loss** and **Defense Costs**.

- B. Individual Insured – Indemnified Coverage
The **Company** will pay, on behalf of the **Organization**, **Loss** and **Defense Costs** resulting from a **Claim** first made against an **Individual Insured** during the **Policy Period**, or Extended Reporting Period, if applicable, but only to the extent the **Organization** indemnifies such **Individual Insured** for such **Loss** and **Defense Costs** as permitted or required by law.

- C. Organization Coverage
The **Company** will pay, on behalf of the **Organization**, **Loss** and **Defense Costs** resulting from a **Claim** first made against the **Organization** during the **Policy Period**, or the Extended Reporting Period, if applicable.

II. **INDIVIDUAL INSURED – NON-INDEMNIFIED COVERAGE ADDITIONAL LIMIT**

- “Dedicated Limit – Insuring Agreement A”
The **Company** shall pay an additional limit of liability, not to exceed an aggregate of \$1,000,000 per **Policy Period**, solely for **Loss** covered under Section I. INSURING AGREEMENT, Subsection A. Individual Insured Non-Indemnified Coverage. This additional limit of liability shall be paid only after the applicable Limit of Liability for Individual Insured – Non-Indemnified Coverage of the Directors & Officers Liability **Coverage Part** shown in the Policy Declarations is completely exhausted by payment of **Loss**.

III. DEFINITIONS

Claim

means any:

1. written demand for monetary damages or non-monetary relief, including injunctive relief;
2. civil proceeding commenced by service of a complaint or similar pleading;
3. criminal proceeding commenced by the return of an indictment;
4. administrative or regulatory proceeding commenced by the filing of a formal written notice of charges, notice of violations, notice of investigation, cease and desist or similar action;
5. arbitration, mediation or other alternative dispute resolution proceeding in which the **Insured** is obligated to participate if the **Insured** agrees to participate with the **Company's** prior written consent; or
6. other proceeding initiated before any governmental body which is authorized to render an enforceable judgment, order for monetary damages or other relief;

received by, or brought or initiated against any **Insured** alleging a **Wrongful Act**, including any appeal therefrom.

Claim also means any:

7. written request, first received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** as described in subparagraphs 1. through 6. above.

A **Claim** shall be deemed made on the earliest of the date of service upon, or receipt by, any **Insured** of a potential **Claim** as described in subparagraphs 1. through 7. above.

Defense Costs

means:

1. reasonable and necessary legal fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend the **Insured**; and

2. all other fees, costs, costs of attachment or similar bonds (without any obligation on the **Company's** part to apply for or furnish such bonds);

resulting from the investigation, adjustment, defense and appeal of a **Claim. Defense Costs** does not include **Loss** or the **Insured's** salaries, wages, overhead or benefits expenses.

Employed Attorney Services

means legal services provided by any **Individual Insured**, but only to the extent that such services are performed directly to the **Organization** and in the **Individual Insured's** capacity as an **Employee** of the **Organization**.

Any services rendered by an **Individual Insured** for any party other than the **Organization** shall not constitute **Employed Attorney Services**.

Employee

means any natural person whose labor or service is engaged and directed by the **Organization** while performing duties related to the conduct of the **Organization's** business and includes leased, part-time, seasonal and temporary workers, independent contractors, volunteers and interns.

Executive

means any natural persons who are directors, trustees, officers, managing members, advisory board members or committee members or any equivalent position of the **Organization**.

Excess Benefit Transaction

means a transaction as defined in Internal Revenue Code, Title 26 §4958 (c)(1).

Excess Benefit Transaction Excise Tax

means any excise tax imposed by the Internal Revenue Service, pursuant to Section 4958(a)(2) of the Internal Revenue Code, 26 U.S.C. § 4958(a)(2), against an **Individual Insured** who participated as an **Organization Manager** in connection with an **Excess Benefit Transaction**.

Individual Insured

means any past, present or future:

1. **Executive**;
2. **Employee**; or

3. the estates, heirs, legal representatives or assigns of 1. and 2., above in the event of their death, incapacity or bankruptcy.

Loss

means the amount the **Insured** becomes legally obligated to pay as a result of a **Claim**, including:

1. damages, settlements and judgments;
2. pre-judgment and post judgment interest;
3. punitive or exemplary damages to the extent such damages are insurable under applicable law, statute or regulation;
4. the multiplied portion of any multiple damage award to the extent such damages are insurable under applicable law, statute or regulation; and
5. any ten percent (10%) **Excess Benefit Transaction Excise Tax** assessed by the Internal Revenue Service against any **Individual Insured**, subject to a \$100,000 maximum sublimit of liability per **Policy Period** for **Loss** and **Defense Costs**, combined provided, however that indemnification by the **Organization** for such taxes is not expressly prohibited in the bylaws, certificate of incorporation or other governing documents of the **Organization**. This sublimit of liability is part of and not in addition to the applicable Directors and Officers Limit of Liability as set forth on the Policy Declarations.

For the purpose of determining the insurability of damages in items 3. and 4. above, the laws of the jurisdiction most favorable to the insurability of such damages shall control; provided that such jurisdiction has a substantial relationship to the relevant **Insured** or to the **Claim** giving rise to the damages.

However, **Loss** does not include:

1. fines, penalties, sanctions and forfeitures;
2. taxes, except for any ten percent (10%) **Excess Benefit Transaction Excise Tax** as outlined in subparagraph 5. above of this definition of "**Loss**", or as otherwise provided by endorsement;
3. any amount uninsurable under the law pursuant

- to which this **Policy** is construed;
- 4. cost of compliance with any order for, grant of or agreement to provide non-monetary or injunctive relief;
- 5. any unpaid salary, wages, commissions, severance, bonus or incentive compensation that is due or alleged to be due to any person; or
- 6. any amount for which an **Individual Insured** is absolved from payment by reason of any covenant, agreement or court order.

Organization Manager

means a person or persons described in Internal Revenue Code, Title 26 §4958(f).

Outside Entity

means any not-for-profit organization that qualifies as such under Section 501(c) of the Internal Revenue Code of 1986 (as amended), that is not an **Insured**.

Outside Capacity

means the service, other than **Employed Attorney Services**, of an **Individual Insured** while acting in the capacity of director, officer, trustee, managing member or any equivalent position of an **Outside Entity**, but only if such service is provided on behalf of the **Outside Entity** with the specific knowledge, request, consent or direction of the **Named Insured**.

Personal Injury Wrongful Act

means any actual or alleged false arrest, wrongful detention, malicious prosecution, invasion of privacy, wrongful entry or eviction, libel, slander or defamation.

Pollutants

means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance, smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, 'Volatile Organic Compound', 'Organic Pathogen', 'Silica', asbestos, lead and gases therefrom, radon, combustion byproducts, noise and 'Waste'. Specific examples include, but are not limited to diesel, kerosene, and other fuel oils, carbon monoxide, and other exhaust gases, mineral spirits and other solvents, tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, and all substances specifically listed, identified, or described by one or more of the following references:

1. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions); or
2. Agency for Toxic Substances And Disease Registry ToxFAQs™; or
3. U.S. Environmental Protection Agency EMCI Chemical References Complete Index.

For the purposes of this definition;

1. ‘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.
2. ‘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.
3. ‘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.
4. ‘Waste’ means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

Publisher Wrongful Act

means any infringement of copyright, trademark, unauthorized use of title, or plagiarism or misappropriation of ideas.

Wrongful Act

means any:

1. actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duties;
2. **Personal Injury Wrongful Act;**
3. **Publisher Wrongful Act;** or
4. **Employed Attorney Services**

committed or allegedly committed by:

- a. the **Organization**;
- b. any **Individual Insured**, arising solely from duties conducted on behalf of the **Organization** or asserted against an **Individual Insured** because of 1. above; or
- c. any **Individual Insured** while acting in an **Outside Capacity**.

IV. EXCLUSIONS

A. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

Conduct

1. deliberately fraudulent act, omission, criminal act, or willful violation of any statute or regulation by any **Insured**; or
2. any **Insured** having gained any profit, remuneration or other advantage to which such **Insured** was not legally entitled;

provided that this exclusion will not apply to **Defense Costs** incurred until:

- a. a final, non-appealable adjudication in any underlying proceeding or action establishes such conduct; or
- b. the **Insured** has admitted, stipulated or pleaded no contest to such conduct;

Bodily Injury/Property Damage

1. bodily injury, assault, battery, sickness, disease, death, mental anguish, humiliation or emotional distress of any person; or
2. damage to or destruction of any tangible property including any resulting loss of use thereof;

provided that this exclusion shall not apply to any mental anguish, humiliation or emotional distress asserted in an otherwise covered **Claim** alleging a **Personal Injury Wrongful Act**.

Employee Benefits

pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or

any amendments thereof or regulations promulgated there under) or similar provisions of any federal, state or local statutory law or common law;

Insured vs Insured

Claim brought by or on behalf of any **Insured**;
provided that this exclusion shall not apply to:

1. any derivative action on behalf of, or in the name or right of the **Organization**, if such action is brought and maintained independent of and without the solicitation, assistance, participation or intervention of any **Insured**;
2. any **Claim** in the form of a cross claim, third party claim or other claim for contribution or indemnity by any **Individual Insured** which is part of or results directly from a **Claim** which is not otherwise excluded under this **Policy**;
3. any **Claim** brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, liquidator, receiver, rehabilitator, or creditors committee for an **Organization**; or
4. any **Claim** brought and maintained by or on behalf of any former **Executive**, but only if such **Claim** does not arise out of, directly or indirectly result from, is in consequence of, or in any way involves any **Wrongful Act**, responsibilities, actions or failure to act by any **Insured** during the tenure of service of such former **Executive**.

Employment Practices

refusal to employ, termination of employment, or employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment, humiliation, or discrimination of employment, or other employment-related practices, policies, acts or omissions or sexual harassment by any **Insured** against any person(s) or entity; or negligence involving any of the foregoing;

it being understood that this exclusion applies whether the **Insured** may be held liable as an employer or in any other capacity and to any obligation to contribute with or indemnify another with respect to such **Claim**;

Discrimination

discrimination, including but not limited to discrimination based on religion, race, creed, color, sex, age, marital status, sexual preference, pregnancy,

handicap or disability;

Outside Entity vs. Insured

Claim made by or on behalf of an **Outside Entity** or one or more of the **Outside Entity's** directors, officers, trustees, managing members or any equivalent position against an **Individual Insured** acting in an **Outside Capacity**, provided, however that this exclusion shall not apply to:

1. any **Claim** brought derivatively on behalf of the **Outside Entity**, independently and without the direct solicitation, participation, intervention or assistance of the **Outside Entity** or any **Insured** in an **Outside Capacity**;
2. any **Claim** in the form of a cross claim, third party claim or other claim for contribution or indemnity by an **Insured** acting in an **Outside Capacity** and which is part of or results directly from a **Claim** which is not otherwise excluded under this **Policy**; and
3. any **Claim** brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, liquidator, receiver, rehabilitator, or creditors committee for an **Outside Entity** against an **Insured** acting in an **Outside Capacity** for such **Outside Entity**.

Pollution

1. discharge, emission, release, seepage, migration, dispersal or escape of **Pollutants** or any threat thereof, including nuclear reaction, radiation or contamination; or
2. treatment, removal or disposal of any **Pollutants**;
3. regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutants**; or any voluntary decision to do so; or
4. actual or alleged property damage including loss of use, bodily injury, sickness, disease or death of any person, or financial loss to an **Organization** or **Outside Entity**, their security holders, or their creditors resulting from any of the aforementioned matters in 1., 2., or 3. above of this Exclusion.

Prior or Pending Litigation

litigation, demand, claim, arbitration, decree, judgment, proceeding, or investigation against any **Insured**, which was pending on or prior to the Prior or Pending Litigation date referenced on the Policy Declarations, or any such action based on the same or essentially the same fact, circumstance, matter, situation, transaction or event underlying or alleged therein;

Prior Notice

1. fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** that, before the effective date of this **Policy**, was the subject of any notice given under any similar policy of insurance; or
2. other fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** whenever occurring, which together with a fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** described in subparagraph 1. above, would constitute **Interrelated Wrongful Acts**;

Prior Wrongful Acts of Subsidiaries

1. **Wrongful Act** committed by an **Individual Insured** of any **Subsidiary**, or by such **Subsidiary**, occurring before the date such entity became a **Subsidiary**; or
2. other fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** whenever occurring, which together with a fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** described in subparagraph 1. above, would constitute **Interrelated Wrongful Acts**;

Professional Services

rendering or failure to render legal (except **Employed Attorney Services**), medical, psychological, counseling services or referrals, if the **Claim** is brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed;

provided that this exclusion shall not apply to that part of a **Claim** against an **Individual Insured** which alleges that the **Individual Insured**, in his or her capacity as such, failed to supervise those who performed such services.

B. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** for actual or alleged:

Contract

liability of the **Insured** under any express contract or agreement to which an **Organization** is a party, provided that this exclusion shall not apply to:

1. the extent that such **Organization** would have been liable in the absence of such contract or agreement; and
2. any **Claim** against an **Individual Insured**.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insured** for the purpose of determining the applicability of any of the above exclusions in Section A. or B. above.

V. ORDER OF PAYMENTS

In the event of **Loss** arising from a **Claim** for which payment is concurrently due under Insuring Agreement A., Individual Insured - Non-Indemnified Coverage, and one or more of the other Insuring Agreements of this **Coverage Part**, the **Company** shall:

1. first pay **Loss** for which coverage is provided under Insuring Agreement A., Individual Insured - Non-Indemnified Coverage; then
2. with respect to whatever remaining amount of the Limit of Liability is available after payment above, pay such **Loss** for which coverage is provided under any other Insuring Agreement.

Except as otherwise provided above, the **Company** may pay covered **Loss** as it becomes due under this **Coverage Part** without regard to the potential for other future payment obligations under this **Coverage Part**.

VI. LIFETIME OCCURRENCE REPORTING PROVISION

- A. If this Policy is cancelled or not renewed by the **Named Insured** for any reason other than being sold, acquired, or declaring bankruptcy, each **Individual Insured** who did not serve as such at the time of the cancellation or non-renewal, shall be provided with an unlimited extension of time to report any **Claim** first

made against such **Individual Insured** after the effective date of such cancellation or non-renewal, subject to the following conditions:

1. the **Claim** results from a **Wrongful Act** committed by the **Individual Insured** before the effective date of cancellation or non-renewal; and
2. the **Wrongful Act** was actually or allegedly committed during a **Policy Period** of a **Policy** issued by the **Company**; and
3. such **Individual Insured** was serving in such capacity during the **Policy Period** of a **Policy** issued by the **Company**; and
4. no Directors & Officers Liability policy, or similar policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is first made against such **Individual Insured**; and
5. the **Claim** is not otherwise excluded by the **Policy** issued by the **Company** in effect at the time the **Wrongful Act** actually or allegedly occurred; such **Policy** shall be the **Policy** under which coverage is applicable including all terms, conditions, limits, retentions, and endorsements therein.
6. the **Company** will have written continuous coverage for **Named Insured** from the effective date of the first **Policy** the **Company** issued to the date of cancellation or non-renewal of this **Policy**.

B. The LIFETIME OCCURRENCE REPORTING PROVISION described herein shall not apply to any **Claim** made against any **Individual Insured** caused by, arising or resulting, directly or indirectly from or in consequence of the **Individual Insured's** serving in an **Outside Capacity** for an **Outside Entity**.

VII. TIMELY NOTICE AND RESOLUTION INCENTIVE

Retention Forgiveness

In the event of a **Claim**, the **Company** shall waive the applicable retention under this **Coverage Part**, up to a maximum of \$10,000, if each of the following conditions are met:

1. The **Claim** is reported to the **Company** within thirty (30) days of first receipt by an **Insured**; and
2. The **Company** successfully negotiates a

settlement of the **Claim** within the Limits of Liability of this **Coverage Part**; and

3. The **Insured** consents to the settlement of the **Claim** without condition within thirty (30) days after notice of the settlement is provided to the **Insured** by the **Company**; and
4. Settlement of the **Claim** is finalized by the **Company** within ninety (90) days of the **Claim** being first reported to the **Company**.

VIII. OUTSIDE DIRECTORSHIP PROVISION

In the event a **Claim** is made against any **Individual Insured** arising out of their service as a director, officer, trustee, managing member or any equivalent positions of an **Outside Entity**, coverage afforded under this **Policy** shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, trustees, officers, managing members or any equivalent position.

Non-Profit Management Liability Policy

Employment Practices Coverage Part

In consideration of payment of the premium and subject to the Policy Declarations, General Terms and Conditions, and the limitations, conditions, provisions and all other terms of this **Coverage Part**, the **Company** and the **Insureds** agree as follows:

Words that are in bold have special meaning and are defined in Section II. DEFINITIONS of this **Coverage Part**, or in Section I. DEFINITIONS of the General Terms and Conditions, incorporated in or attached to this **Coverage Part**, as applicable.

I. INSURING AGREEMENTS

The **Company** will pay on behalf of an **Insured, Loss** and **Defense Costs** resulting from a **Claim** first made against an **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, by or on behalf of:

A. Employment Practices Liability any **Employee** or applicant for employment for a **Wrongful Employment Act**; or

B. Third Party Liability any natural person, other than an **Employee**, for a **Wrongful Third Party Act**.

II. DEFINITIONS

Claim means any:

1. written notice received by an **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Act**, including a written demand for monetary or non-monetary relief, including injunctive relief;
2. civil proceeding commenced by the service of a complaint or similar pleading;
3. formal civil, administrative or regulatory proceeding or formal civil, administrative or regulatory investigation, including any such proceeding brought by or in association with the Equal Employment Opportunity Commission or any similar federal, state or local agency with jurisdiction over an **Organization's** employment practices;
4. arbitration or mediation proceeding commenced by receipt of a demand for arbitration, demand for mediation or similar document; or
5. Notice of Violation or Order to Show Cause or

written demand for monetary relief or injunctive relief, commenced by the receipt by an **Insured** of such Notice, Order or written demand, issued by the Office of Federal Contract Compliance Programs;

received by, or brought or initiated against any **Insured** alleging a **Wrongful Act**, including any appeal therefrom.

Claim also means any:

6. written request, first received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** as described in subparagraphs 1. through 5. above.

A **Claim** shall be deemed made on the earliest of the date of service upon, or receipt by, any **Insured** of a potential **Claim** as described in subparagraphs 1. through 6. above.

Notwithstanding the foregoing, **Claim** shall not include any labor dispute or grievance proceeding, arbitration or other proceeding brought against any **Insured** pursuant to a collective bargaining agreement.

Confidential Employee Information

means any non-public, personally identifiable information regarding an **Employee**, collected, stored or transmitted by an **Organization**, for the purpose of establishing or maintaining an employment relationship.

Defense Costs

means:

1. reasonable and necessary legal fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend the **Insured**; and
2. all other fees, costs, costs of attachment or similar bonds (without any obligation on the **Company's** part to apply for or furnish such bonds);

resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** does not include **Loss** or salaries, wages, overhead, benefits expenses of any **Individual Insured**.

Employee

means any natural person whose labor or service is engaged and directed by the **Organization** while performing duties related to the conduct of the **Organization's** business and

includes leased, part-time, seasonal and temporary workers, independent contractors, volunteers and interns.

Employee Benefits

means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan, and any other payment to or for the benefit of an **Employee** arising out of the employment relationship. **Employee Benefits** shall not include salary, wages, commissions, or non-deferred cash incentive compensation.

ERISA or any similar act

means the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

Executive

means any natural persons who serve as directors, trustees, officers, managing members, advisory board members or committee members or any equivalent position of the **Organization**.

Fair Labor Standards Act Violation

shall mean any actual or alleged violation of the Fair Labor Standards Act, any amendments thereto or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act, including misrepresentation under these laws. **Fair Labor Standards Act Violation** does not mean any actual or alleged violation of the Equal Pay Act, any amendments thereto or the provisions of any similar federal, state or local law.

Harassment

means:

1. sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance; or
2. other workplace harassment, including workplace bullying, which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

Individual Insured

means any past, present or future:

1. **Executive;**
2. **Employee;** or
3. the estates, heirs, legal representatives or assigns of 1. and 2. above in the event of their death, incapacity or bankruptcy.

Loss

means the amount the **Insured** becomes legally obligated to pay as a result of a **Claim**, including:

1. damages, settlements, and judgments;
2. front pay and back pay;
3. pre-judgment and post judgment interest;
4. liquidated damages awarded by a court pursuant to a violation of the Equal Pay Act, the Age Discrimination in Employment Act and the Family Medical Leave Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local law, statute or regulation;
5. punitive or exemplary damages to the extent such damages are insurable under applicable law, statute or regulation;
6. the multiplied portion of any multiple damage award to the extent such damages are insurable under applicable law, statute or regulation; and
7. attorney's fees awarded by a court against an **Insured** to a person or entity bringing a **Claim** or agreed to by the **Company**, in writing, in connection with a settlement;

For the purpose of determining the insurability of 4., 5., or 6. above the laws of the jurisdiction most favorable to the insurability of such damages shall control; provided that such jurisdiction has a substantial relationship to the relevant **Insured** or to the **Claim** giving rise to the damages.

However, **Loss** does not include:

1. the cost of compliance with any order for, grant of, or agreement to provide non-monetary or injunctive relief;
2. costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state or local statutory or common law, including but not limited to the Americans with Disabilities Act, the

- Civil Rights Act of 1964, or any amendments to or rules or regulations promulgated thereunder;
3. any amounts uninsurable under the law pursuant to which this **Coverage Part** is construed;
 4. civil or criminal fines, penalties, taxes, sanctions or forfeitures imposed on an **Insured** whether pursuant to law, statute, regulation or court rule;
 5. future salary, wages, commissions or **Employee Benefits** of a person bringing a **Claim** who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order, or other resolution of a **Claim**;
 6. salary, wages, commissions, **Employee Benefits**, bonus or incentive compensation or other monetary payments which constitute severance payments or payments pursuant to a notice period;
 7. **Employee Benefits** due or to become due or the equivalent value of such **Employee Benefits**, except with respect to any **Claim** for wrongful termination; or
 8. any amount for which an **Individual Insured** is absolved from payment by reason of any covenant, agreement or court order.

Retaliation

means retaliatory treatment against an **Employee** because of:

1. the exercise of or attempt to exercise an **Employee's** rights under law or for otherwise engaging in any legally protected activity;
2. refusing to violate any law or opposing any unlawful practice;
3. having cooperated in a proceeding or investigation (including an internal investigation by an **Organization's** human resources department or legal department) into alleged unlawful activity by an **Insured**;
4. disclosing or threatening to disclose to a superior or any governmental agency any alleged violations of law by an **Insured** and/or the **Organization**;
5. filing any claim against the **Organization** under any federal, state or local whistleblower law including Federal False Claims Act, or Sarbanes-Oxley; or
6. **Employee** strikes or slowdowns.

Wrongful Act

means any **Wrongful Employment Act** or **Wrongful**

Third Party Act.

Wrongful Employment Act

means any actual or alleged:

1. violation of any federal, state or local laws (whether statutory or common) prohibiting discrimination in employment based on a person's race, color, religion, creed, genetic information, age, gender or gender identity, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, any protected military status, or any other status that is protected pursuant to any such laws;
2. **Harassment**;
3. **Retaliation**;
4. wrongful: termination, dismissal or discharge of employment, whether actual or constructive;
5. wrongful: demotion; denial of tenure; failure or refusal to hire or promote; denial of seniority; failure to employ; or wrongful or negligent employee reference;
6. wrongful employment-related: misrepresentation; defamation, humiliation, libel or slander; negligent evaluation; wrongful discipline; wrongful deprivation of career opportunity; negligent retention, supervision, hiring or training; emotional distress, mental anguish, invasion of privacy or false imprisonment;
but only when alleged as part of a **Claim** for an act described in 1. through 5. above;
7. wrongful failure to adopt or enforce consistent employment-related corporate workplace policies and procedures arising from 1. through 6. above;
8. breach of any express or implied contract, including any contract arising out of any personnel manual, employee handbook, policy statement or other representation; or
9. unauthorized use or disclosure of **Confidential Employee Information**;

committed or allegedly committed by an **Organization** or by an **Individual Insured** while acting in his or her capacity as such by any means including the internet, social media, email, or telecommunications systems.

Wrongful Third Party Act

means any actual or alleged:

1. discrimination based on race, color, religion, creed, genetic information, age, gender or gender identity, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, any military protected status, or any other status that is protected pursuant to any federal, state or local statutory or common law;
2. harassment of either a sexual nature or other unwelcome conduct; or
3. violation of civil rights relating to such discrimination or harassment;

against any natural person, other than an **Employee**, committed or allegedly committed by an **Organization** or by an **Individual Insured** while acting in his or her capacity as such, by any means including the internet, social media or email, or telecommunication systems.

III. EXCLUSIONS

A. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** for:

Bodily Injury/ Property Damage any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use; provided that this exclusion shall not apply to any mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation asserted in an otherwise covered **Claim** alleging a **Wrongful Act**.

Violation of Law any actual or alleged violation of:

1. **ERISA or any similar act** (except Section 510 of ERISA), or any other federal, state or local statutory or common law anywhere in the world governing any employee benefit program, policy, plan or arrangement of any type, including but not limited to laws governing retirement or pension benefit programs, welfare plans, insurance plans, employee stock options, employee stock ownership plans, employee stock purchase plans or deferred compensation programs;
2. the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended or any other similar federal, state or

- local statutory or regulatory law or common law anywhere in the world;
3. any law governing workers' compensation, unemployment insurance, social security, disability benefits or any other similar federal, state or local statutory or regulatory law or common law anywhere in the world;
 4. the Occupational Safety and Health Act of 1970 (OSHA), as amended, or any other federal, state or local statutory or regulatory law or common law anywhere in the world governing workplace safety and health;
 5. the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), as amended, or any other federal, state or local statutory or regulatory law or common law anywhere in the world governing an employer's obligation to notify or bargain with others in advance of any facility closing or mass layoff; or
 6. the National Labor Relations Act, as amended, or any other federal, state or local statutory or regulatory law or common law anywhere in the world governing employees' rights and employers' duties with respect to unions, bargaining, strikes, boycotts, picketing, lockouts or collective activities;

however, the foregoing shall not apply to any **Claim** alleging **Retaliation** (including any **Claim** alleging retaliation in violation of Section 510 of ERISA) or wrongful termination of employment whether actual or constructive, because of an **Employee's** exercise of a right pursuant to any such laws.

- B. The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** (except where otherwise noted) in connection with any **Claim** made against an **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged:

Prior or Pending Litigation

litigation, demand, claim, arbitration, decree, judgment, proceeding, or investigation against any **Insured**, which was pending on or prior to the Prior or Pending Litigation date referenced on the Policy Declarations, or any such action based on the same or essentially the

same fact, circumstance, matter, situation, transaction or event underlying or alleged therein;

Prior Notice

1. fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** that, before the effective date of this **Policy**, was the subject of any notice given under any similar policy of insurance; or
2. other fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** whenever occurring, which together with a fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** described in subparagraph 1. above, would constitute **Interrelated Wrongful Acts**;

Prior Wrongful Acts of Subsidiaries

1. **Wrongful Act** committed by an **Individual Insured** of any **Subsidiary**, or by such **Subsidiary**, occurring before the date such entity became a **Subsidiary**; or
2. other fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** whenever occurring, which together with a fact, circumstance, matter, situation, transaction, event, or **Wrongful Act** described in subparagraph 1. above, would constitute **Interrelated Wrongful Acts**;

Wage and Hour

Fair Labor Standards Act Violation

Breach of Employment Contract

breach of any express employment contract or express employment agreement; provided that this exclusion shall not apply to:

1. **Loss** to the extent an **Insured** would have been liable for such **Loss** in the absence of such contract or agreement; or
2. **Defense Costs**.

IV. LIFETIME OCCURRENCE REPORTING PROVISION

- A. If this Policy is cancelled or not renewed by the **Named Insured** for any reason other than being sold, acquired, or declaring bankruptcy, each director or officer who did not serve as such at the time of the cancellation or non-renewal, shall be provided with an unlimited extension of time to report any **Claim** first made against such

director or officer after the effective date of such cancellation or non-renewal, subject to the following conditions:

1. the **Claim** results from a **Wrongful Act** committed by the director or officer before the effective date of cancellation or non-renewal; and
 2. the **Wrongful Act** was actually or allegedly committed during a **Policy Period** of a **Policy** issued by the **Company**; and
 3. such director or officer was serving in such capacity during the **Policy Period** of a **Policy** issued by the **Company**; and
 4. no Directors & Officers Liability policy, or similar policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is first made against such director or officer; and
 5. the **Claim** is not otherwise excluded by the **Policy** issued by the **Company** in effect at the time the **Wrongful Act** actually or allegedly occurred; such **Policy** shall be the **Policy** under which coverage is applicable including all terms, conditions, limits, retentions, and endorsements therein.
 6. the **Company** will have written continuous coverage for **Named Insured** from the effective date of the first **Policy** the **Company** issued to the date of cancellation or non-renewal of this **Policy**.
- B. The LIFETIME OCCURRENCE REPORTING PROVISION described herein shall not apply to any **Claim** made against any director or officer caused by, arising or resulting, directly or indirectly from or in consequence of the director or officer serving in an **Outside Capacity** for an **Outside Entity**.

This Endorsement modifies insurance provided under the following:

NON PROFIT MANAGEMENT LIABILITY POLICY

FAILURE TO MAINTAIN INSURANCE EXCLUSION

It is hereby agreed that the Directors and Officers **Coverage Part**, Section IV. EXCLUSIONS, Subsection A. is amended by the addition of the following:

Failure to Effect/Maintain
Insurance

the failure of any **Insured** to effect, maintain, or renew adequate insurance with suitable limits of liability, coverages, terms and conditions.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is 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:

NON PROFIT MANAGEMENT LIABILITY POLICY

DATA & SECURITY+ ENDORSEMENT

It is hereby agreed:

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement. This endorsement is part of and subject to the provisions of the **Policy** to which it is attached.

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of coverages and Limits of Liability provided by this endorsement.

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
A. Data Breach Expense	\$50,000 each claim \$50,000 in the aggregate
B. Identity Theft Expense	\$50,000 each claim \$50,000 in the aggregate
C. Workplace Violence Act Expense	\$50,000 each claim \$50,000 in the aggregate
D. Kidnapping Expense	\$50,000 each claim \$50,000 in the aggregate

The maximum aggregate per **Policy Period** for A. through D. above shall be \$200,000 in the aggregate.

No retentions shall apply to the sublimits shown above.

II. COVERAGES:

A. **Data Breach** Expense

The **Company** will pay on behalf of the **Organization** up to the **Data Breach** Expense Limit of Liability stated in the schedule above, for reasonable and necessary expenses in items 1. through 6. below:

1. Development of a plan to assist the **Organization** in responding to a **Data Breach**;
2. Data analysis or forensic investigation to assess the scope of a **Data Breach**;
3. The development, printing and mailing of legally required notification letters to those affected by a **Data Breach**;

4. Development of a website link for use by the **Organization** in communicating with persons affected by a **Data Breach** after legally required notification letters are sent;
5. Development of a customer relationship management system for use by the **Organization** in communicating with persons affected by a **Data Breach** after legally required notification letters are sent;
6. Public relations services or crisis management services retained by the **Organization** to mitigate the adverse affect on the **Organization's** reputation resulting from a **Data Breach** that becomes public and only after legally required notification letters are sent.

incurred by the **Organization** as a result of a **Data Breach**. The **Data Breach** must be first occur, be discovered by an **Insured**, and reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the **Data Breach** is first discovered by an **Insured**. The expenses below must be incurred within one (1) year of the reporting of such **Data Breach**:

The **Organization** must first report the **Data Breach** to the **Company** and use a service provider of the **Company's** choice prior to incurring any of the above costs.

B. **Identity Theft** Expense

The **Company** will pay on behalf of a director or officer of the **Organization** up to the **Identity Theft** Expense Limit of Liability stated in the schedule above, for expenses, services or fees noted in items 1. through 3. below:

1. Credit monitoring services provided by a vendor of the **Company's** choice for the affected director or officer for up to one year following an **Identity Theft**;
2. Additional application fees paid by a director or officer whose loan(s) were rejected based on incorrect credit information resulting from an **Identity Theft**;
3. Notary fees, certified and overnight mail expenses paid by a director or officer in connection with reporting an **Identity Theft** to financial institutions, credit bureaus and agencies and law enforcement authorities.

incurred by such director or officer after he or she has become a victim of **Identity Theft**. The **Identity Theft** must first occur, be first discovered by an **Insured**, and reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the **Identity Theft** is first discovered by an **Insured**. The expenses above must be incurred within one (1) year of the reporting of such **Identity Theft**:

Any director or officer of the **Organization** who is a victim of **Identity Theft** must first report the **Identity Theft** to the **Company** and use a service provider of the **Company's** choice prior to incurring any of the above expenses, services or fees.

C. **Workplace Violence Act** Expense

The **Company** will reimburse the **Organization**, up to the **Workplace Violence Act** Expense Limit of Liability stated in the schedule above, for the following reasonable costs paid by the **Organization** for a period of thirty (30) days following, and as a result of, a

Workplace Violence Act:

1. Counseling services rendered to **Employees** and persons on the **Organization's Premises** directly affected by a **Workplace Violence Act**. The counseling services must be rendered by a licensed, professional counselor of the **Organization's** choice.
2. Services rendered by an independent public relations consultant of the **Organization's** choice for the purpose of mitigating the adverse affect of a **Workplace Violence Act** on the **Organization**.

To be covered, the **Workplace Violence Act** must occur during the **Policy Period** and be reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the occurrence.

D. Kidnapping Expense

The **Company** will reimburse the **Organization**, up to the **Kidnapping Expense Limit** of Liability stated in the schedule above, for the following reasonable costs paid by the **Organization** as a result of a **Kidnapping**:

1. Retaining an independent negotiator or consultant to facilitate the release of a **Kidnapping** victim. Nothing herein shall obligate the **Company** to recommend, select, retain or arrange for the retention of such independent negotiator or consultant;
2. Interest on a loan obtained by the **Organization** to pay expenses covered under this endorsement that is incurred as a result of a **Kidnapping**. However, there is no coverage for interest accruing prior to thirty (30) days preceding the date of such payment or subsequent to the date the **Company** pays any portion of a **Kidnapping Expense** or for expenses not covered under this endorsement;
3. Travel and accommodations incurred by the **Organization** in direct response to the **Kidnapping**. Nothing herein shall obligate the **Company** to recommend, select, or arrange for such travel and accommodations;
4. A reward up to \$10,000 paid by the **Organization** to an informant for information which leads to the arrest and conviction of the person(s) responsible for the **Kidnapping**;
5. The current base salary paid to a director or officer of the **Organization** for the director or officer's work on behalf of the **Organization**, who is a victim of a **Kidnapping** subject to the following:
 - a. salary reimbursement shall commence on the thirty-first (31st) consecutive day after a **Kidnapping**;
 - b. salary reimbursement shall end when the director or officer is released; or is confirmed dead; or one hundred and twenty (120) days after the director or Officer is last confirmed to be alive; or twelve (12) months after the date of the **Kidnapping**, or when the **Kidnapping Expense Limit** of Liability has been exhausted by payments made by the **Company**, whichever occurs first. There is no coverage for **Kidnapping Expense** resulting from a **Kidnapping** planned, carried out or participated in, directly or indirectly, by any person who is or was a member of the victim's family or the **Organization**.

The **Kidnapping** must occur and be reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the occurrence.

III. ADDITIONAL DEFINITIONS

It is hereby agreed that the Directors and Officers **Coverage Part**, Section III. DEFINITIONS, is amended by the addition of the following definitions:

Data Breach

means the misappropriation or public disclosure, by electronic or non-electronic means, by the **Organization** and without the knowledge of, consent, or acquiescence of the president, member of the board of directors or any executive officer, of an individual(s) **Personally Identifiable Information** in the **Organization's** care, custody and control without the authorization or permission of the owner of such information.

Identity Theft

Means:

1. the act of obtaining **Personally Identifiable Information** belonging to a director or officer of the **Organization** without that person's authorization, consent or permission; and
2. the use of **Personally Identifiable Information** so obtained to make or attempt to make transactions or purchases by fraudulently assuming that person's identity.

Identity Theft does not mean any of the above committed directly or indirectly by a director or officer of the **Organization**, or by a family member of any director or officer.

There is no coverage for any **Identity Theft** Expense unless **Personally Identifiable Information** that is obtained without authorization, consent or permission is used to make or attempt to make purchases or conduct transactions by fraudulently assuming the identity of a director or officer of the **Organization**.

Kidnapping

means an actual or alleged wrongful abduction and involuntary restraint of a director or officer of the **Organization**, by one or more persons acting individually or collectively in which monetary or non-monetary demands are made to the **Organization** to obtain the director's or officer's release.

Personally Identifiable Information

means:

1. information concerning an individual(s) that would be considered “non-public information” within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (as amended) and its implementing regulations including but not limited to Social Security numbers or account numbers correlated with names and addresses which is in an Insured’s care, custody and control; and
2. personal information as defined in any U.S. federal, state or local privacy protection law governing the control and use of an individual’s personal and confidential information, including any regulations promulgated thereunder; and
3. protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPPA”) or the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) (Public Law 111- 5), as amended, and any regulations promulgated thereto.

Personally Identifiable Information does not mean information that is available to the public which does not include otherwise protected personal information.

Premises

means buildings, facilities or properties leased or owned by the **Organization** in conducting its operations.

Workplace Violence Act

means an actual use of unlawful deadly force, or the threatened use of unlawful deadly force involving the display of a lethal weapon, occurring on the **Organization’s Premises** and directed at an **Individual Insured**, or other persons on the **Premises** of the **Organization**.

IV. LIMITS OF LIABILITY AND RETENTION

1. The maximum Limit of Liability for any expenses provided by this endorsement shall be in addition to the Limits of Liability as set forth in the Policy Declarations for the Directors and Officers **Coverage Part**.
2. Any one incident, interrelated incidents or series of similar or related incidents for which coverage is provided under this endorsement shall be treated as one incident subject to

the maximum Limit of Liability available under this endorsement at the time the incident(s) is first reported to the Company regardless of whether the incident(s) continues and expenses are incurred by the Organization in any subsequent Policy Period(s).

V. ADDITIONAL EXCLUSIONS

It is hereby agreed that the Directors and Officers **Coverage Part**, Section IV. EXCLUSIONS, is amended by the addition of the following:

Data Breach Related

1. Expense reimbursement resulting in any **Insured** gaining any profit, remuneration or advantage to which the **Insured** is not legally entitled;
2. expenses incurred by any **Subsidiary** of an **Organization** occurring prior to the date that such entity became a **Subsidiary** or incurred at any time that such entity is not a **Subsidiary**;
3. expenses arising from any incident(s) of which any **Insured** had notice before the inception date of this Policy; or any fact, circumstance, event, situation or incident which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance or any future claims for expenses under this Policy based upon such pending or prior notice;
4. The portion of any expenses covered under this endorsement that is also covered under any other coverage part of this **Policy**;
5. Reissuance of credit or debit cards or any other expense not shown in Section II, COVERAGES, sub-section A, **Data Breach Expense**.

VI. COVERAGE LIMITATIONS

The following terms, conditions and exclusions in the General Terms and Conditions and the Directors and Officers **Coverage Part** do not apply to this endorsement:

1. General Terms and Conditions
 - a. Section II. EXTENDED REPORTING PERIOD
 - b. Section XI. SPOUSAL AND DOMESTIC PARTNER EXTENSION

2. Directors and Officers **Coverage Part**

- a. Section IV. EXCLUSIONS, Subsection A. “Bodily Injury/Property Damage”
- b. Section VI. LIFETIME OCCURRENCE REPORTING PROVISION
- c. Section VIII. OUTSIDE DIRECTORSHIP PROVISION

All other terms and conditions of this **Policy** remain unchanged. This endorsement is 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:

NON PROFIT MANAGEMENT LIABILITY POLICY

**FAIR LABOR STANDARDS ACT ENDORSEMENT
DEFENSE COSTS ONLY COVERAGE**

It is hereby agreed that the Employment Practices **Coverage Part**, Section I. INSURING AGREEMENTS, is deleted and replaced by the following:

I. **INSURING AGREEMENTS**

1. The **Company** will pay on behalf of an **Insured, Loss and Defense Costs** resulting from a **Claim** first made against an **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, by or on behalf of:

A. Employment Practices Liability

any **Employee** or applicant for employment for a **Wrongful Employment Act**; or

B. Third Party Liability

any natural person, other than an **Employee**, for a **Wrongful Third Party Act**.

2. The **Company** will pay on behalf of an **Insured, Defense Costs** resulting from a **Claim** first made against an **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, by or on behalf of:

C. Fair Labor Standards Act Defense Costs Coverage

any **Employee** for a **Fair Labor Standards Act Violation**; provided that this Insuring Agreement C. is subject to a maximum sublimit of liability of \$100,000 solely for **Defense Costs**. This **Defense Costs** only sublimit is part of, not in addition to, and shall erode the applicable Employment Practices Limit of Liability as set forth on the Policy Declarations, and is subject to applicable Retention for this **Coverage Part**, or \$5,000, whichever is larger.

It is hereby agreed that the Employment Practices **Coverage Part**, Section III. EXCLUSIONS, Subsection B. "Wage and Hour" is deleted and replaced by the following:

Wage and Hour

Fair Labor Standards Act Violation, provided that this exclusion shall not apply to the \$100,000 sublimit for **Defense Costs** only as set forth in Insuring Agreement C. of this **Coverage Part**.

It is also agreed that the Employment Practices **Coverage Part**, Section II., DEFINITIONS, **Wrongful Act** is deleted and replaced by the following:

Wrongful Act

means any **Wrongful Employment Act**, any **Fair Labor Standards Act Violation**, or any **Wrongful Third Party Act**.

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

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and subject to all the provisions of this **Policy**, the **Company** and the **Insureds** agree as follows:

NOTICE: This is a Claims Made Policy. This means the **Company** will cover only those **Claims** first made against the **Insured** during the **Policy Period** or, where applicable, the Extended Reporting Period.

If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Part**, the terms and conditions of such **Coverage Part** shall control for the purposes of that **Coverage Part**.

Any bolded term in a **Coverage Part** that is defined in these General Terms and Conditions shall have the meaning set forth in these General Terms and Conditions. Any bolded term in a **Coverage Part** that is defined in that **Coverage Part** shall have the meaning set forth in such **Coverage Part**.

The descriptions in the headings and subheadings of this **Policy** are solely for convenience and form no part of the terms and conditions of coverage, and do not serve to express, confirm, alter or provide coverage.

I. **DEFINITIONS**

Application

means:

1. an application and any materials submitted for this **Policy**; and
2. an application and any materials submitted for all previous **Policies** issued by the **Company** providing uninterrupted coverage.

The content of 1. and 2. above are incorporated by reference in this **Policy** as if physically attached hereto.

Claim

shall have the meaning as defined in the applicable **Coverage Part**.

Company

means the insurance company identified in the Policy Declarations.

Coverage Part

means individually or collectively, as applicable, the purchased coverage parts as set forth in the Policy Declarations as included and attached to and made a part of this **Policy**.

Defense Costs	shall have the meaning as defined in the applicable Coverage Part .
Domestic Partner	means any natural person qualifying as a domestic partner under the provision of any applicable federal, state or local laws.
Employee	shall have the meaning as defined in the applicable Coverage Part .
Financial Impairment	means: <ol style="list-style-type: none"> 1. the appointment by any federal or state official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator, creditors committee or similar official to take control of, supervise, manage or liquidate the Organization and provided that the court or other judicial or administrative body overseeing the receivership, conservatorship, liquidation, rehabilitation, bankruptcy or equivalent proceeding has denied a request by the Organization to indemnify an Individual Insured for a Loss; or 2. the Organization becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.
Insured	means any Organization and any Individual Insured .
Individual Insured	shall have the meaning as defined in the applicable Coverage Part .
Interrelated Wrongful Acts	means any Wrongful Acts based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events, or that are logically or causally connected by reason of any common or related series of facts, circumstances, situations, transactions or events.
Loss	shall have the meaning as defined in the applicable Coverage Part .
Management Control	means: <ol style="list-style-type: none"> 1. control of more than fifty percent (50%) of the voting rights representing the right to appoint, elect, or designate the majority of the board of directors, board

- of trustees, or board of managers; or
2. control of exactly fifty percent (50%) of the voting rights representing the right to appoint, elect, or designate the majority of the board of directors, board of trustees, or board of managers; and pursuant to a written contract solely controls the management and operations of such entity.

Named Insured means the entity named in Item 1. of the Policy Declarations.

Organization means:

1. the **Named Insured** and any **Subsidiary**; and
2. any entity as debtor in possession under United States bankruptcy law or equivalent status under the law of any other jurisdiction.

Plan shall have the meaning as defined in the applicable **Coverage Part**.

Policy means collectively the Policy Declarations, General Terms and Conditions, applicable **Coverage Parts**, applicable endorsements, and the **Application**.

Policy Period means the period of time from the effective date and time of this **Policy** to the date and time of expiration as shown in the Policy Declarations, or its earlier cancellation or termination date. If the length of the **Policy Period** is the same as the **Policy Year**, the terms **Policy Period** and **Policy Year** are used interchangeably herein.

Policy Year means the period of one (1) year following the effective date of the **Policy Period** or any subsequent one-year anniversary thereof; or

In the event the **Policy** expires less than one (1) year following the effective date of the **Policy Period**; or more than one (1) year but less than two (2) years following the effective date of the **Policy Period**; then **Policy Year** shall mean any such period.

Subsidiary means:

1. any not-for-profit entity in which the **Named Insured** has **Management Control** directly or indirectly through one or more **Subsidiaries** on or before the

- effective date of this **Policy**; and is disclosed as a **Subsidiary** in an **Application** to the **Company**; or
2. any other entity added as a **Subsidiary** by written endorsement to this **Policy**.

Takeover

means:

1. the acquisition by another entity or person or group of entities or persons acting in concert of:
 - a. the **Management Control** of the **Named Insured**; or
 - b. the acquisition of more than fifty percent (50%) of the total consolidated assets of the **Named Insured** as of the date of the **Named Insured's** most recent consolidated financial statements prior to such acquisition;
2. the merger of the **Named Insured** into another entity such that the **Named Insured** is not the surviving entity;
3. the consolidation of the **Named Insured** with another entity; or
4. the loss, forfeiture, or suspension of the **Named Insured's** tax exempt status.

Wrongful Act

shall have the meaning as defined in the applicable **Coverage Part**.

II. EXTENDED REPORTING PERIOD

Right to Purchase

If the **Policy** expires, is cancelled or not renewed for any reason other than non-payment of premium, then the **Named Insured** shall have the right to purchase an Extended Reporting Period to report to the **Company**, as soon as practicable prior to the expiration date of the purchased Extended Reporting Period, any **Claim** against an **Insured**.

An Extended Reporting Period shall only apply to **Claims** arising from a **Wrongful Act** which was actually or allegedly committed before the date of expiration, cancellation or non-renewal of this **Policy**, or prior to the effective date of any **Takeover**. For the purpose of this clause, the offer of renewal terms and conditions or premiums by the **Company** different from those in effect prior to renewal shall not constitute a refusal to renew.

Options

The additional premium for the Extended Reporting Period shall be a percentage of the total annual premium as shown in the Policy Declarations. The **Named Insured** may elect any one of the following options:

1. Twelve (12) month period - 30% of the annual premium;
2. Twenty Four (24) month period - 75% of the annual premium; or
3. Thirty Six (36) month period - 120% of the annual premium.

The Extended Reporting Period begins on the expiration date of the **Policy**, or if cancelled or non-renewed, the effective date of such cancellation or non-renewal of the **Policy**.

Payment & Notice to the Company

As a condition precedent to the right to purchase an Extended Reporting Period, the total earned premium for this **Policy** must have been paid to the **Company**. Any premium paid with respect to an Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period. The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium as set forth above, is received by the **Company** within sixty (60) days of the effective date of the expiration, nonrenewal or cancellation of this **Policy**.

Extended Reporting Period Limits & Other Insurance

The Extended Reporting Period will not provide a new, separate or additional Limit of Liability. The remainder of the Limit of Liability applicable to the **Policy Year** in effect as of the effective date of the expiration, cancellation, or non-renewal is the maximum Limit of Liability for all **Claims** reported during the Extended Reporting Period.

III. DEFENSE & SETTLEMENT

Duty To Defend

The **Company** shall have the right and duty to defend any **Claim** covered by this **Policy** even if the allegations are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel of its choice with respect to such **Claim**. The **Company's** obligation to defend any **Claim** or pay any **Loss** or **Defense Costs** shall be completely

fulfilled and extinguished if the applicable Limit of Liability has been exhausted by payment of **Loss**.

Consent to Settle

The **Company**, as it deems necessary, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or in excess of the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**, the **Company's** obligation to the **Insured** for **Loss** and **Defense Costs** attributable to such **Claim** shall be limited to:

- a. The amount of the covered **Loss** in excess of the Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle; plus
- b. covered **Defense Costs** incurred up to the date the **Insured** first refused to settle; plus
- c. eighty percent (80%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

It is understood that payment of a., b. and c. above is the limit of the **Company's** liability under this **Policy** for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to Section IX. LIMITS OF LIABILITY and Section X. RETENTIONS AND PRESUMPTIVE INDEMNIFICATION of these General Terms and Conditions. The remaining twenty percent (20%) of **Loss** and **Defense Costs** in excess of the amount referenced in a. and b. above shall be the obligation of the **Insured**.

In no event shall the **Company** be obligated to pay any **Loss** or **Defense Costs** after the applicable Limit of Liability shown in the Policy Declarations has been exhausted by payment of **Loss**.

Consent of the Company

The **Insured** shall not demand or agree to arbitration of any **Claim** without the **Company's** written consent. The **Insured** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without the **Company's** written consent.

Cooperation

The **Insured** agrees to cooperate with the **Company** with respect to all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by the **Company's** representative, under oath if required, and shall attend hearings, depositions, trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action which may increase the **Insured's** or the **Company's** exposure under this **Policy**.

Papers/Documents

The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Company** may have, including the completion of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name, and shall provide all other assistance and cooperation which the **Company** may reasonably require.

IV. ALLOCATION OF DEFENSE COSTS

If a **Claim** is made against an **Insured** for both **Loss** that is covered by this **Policy** and loss that is not covered by this **Policy**, the **Company** will pay as follows:

1. One hundred percent (100%) of **Defense Costs** on account of such **Claim**; and

2. all remaining loss from such **Claim** shall be apportioned between covered **Loss** and uncovered loss based on the relative legal exposures of the parties to such matters.
 3. Items 1. and 2. above of this Section IV. shall not apply to any **Insured** for whom coverage is excluded pursuant to Section VII.
- REPRESENTATIONS AND SEVERABILITY.

V. NOTICE AND CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

Written Notice of a Claim

1. As a condition precedent to exercising any right to coverage under this **Policy**, the **Insured** shall give to the **Company** written notice of a **Claim** as soon as practicable after any Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chairperson, Executive Director, Human Resources Manager, In-House General Counsel, Managing Member or Fiduciary of any **Plan** becomes aware of such **Claim**, however:
 - a. if the **Policy** expires, is cancelled or is non-renewed and no Extended Reporting Period is purchased, no later than ninety (90) days after the expiration date or the effective date of such cancellation or non-renewal; or
 - b. if an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.

However, if the **Policy** is cancelled for non-payment of premium, notice shall be provided by the **Insured** to the **Company** no later than the effective date of cancellation.

2. Coverage for a **Claim** reported to the **Company** during the automatic 90 day period noted in 1. a. above shall only apply if the **Claim** is first made prior to the date of the **Policy** expiration, cancellation, or non-renewal.

Written Notice of a Circumstance

1. If during the **Policy Period**, or any applicable Extended Reporting Period, the **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the **Company** as soon as practicable during the **Policy Period**, or Extended Reporting Period if applicable, in which the **Insured** first becomes aware of such circumstances, then any **Claim** subsequently arising from such circumstances shall be deemed made against the **Insured** during the **Policy Year** in which such circumstances were first reported to the **Company**. Such subsequent **Claim** must be reported to the **Company** in accordance with this Section V. NOTICE AND CLAIM REPORTING PROVISIONS, "Written Notice of Claim" above.
2. When reporting a circumstance to the **Company**, an **Insured** shall give the names of any potential claimant; a description of the specific circumstances that could give rise to a **Claim**; the identity of the specific **Insureds** allegedly involved in such circumstance; the nature of the potential damages (monetary and non-monetary); and the specifics as to how the **Insureds** first became aware of such circumstance.

Interrelated Claims

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed made on the earlier of:

1. the date on which the earliest **Claim** was first made; or
2. the first date valid notice was given by the **Insured** to the **Company**, in accordance with applicable reporting provisions, under this **Policy** or under any prior policy, of any **Wrongful Act** or any fact, circumstance, situation, transaction or event which underlies such **Claim**.

VI. CANCELLATION OR NON-RENEWAL

Cancellation by the Insured

This **Policy** may be cancelled by the **Named Insured** by either surrender thereof to the **Company** at its address stated in the Policy Declarations or by mailing to the **Company** written notice requesting cancellation and in either case stating when thereafter such

cancellation shall be effective. Earned premium shall be computed pro rata at the time cancellation is effected or as soon as practicable thereafter.

Cancellation By the Company

The **Company** may cancel this **Policy** only in the event of the **Insured's** failure to pay the premium when due. The **Company** will mail to the **Named Insured**, written notice stating when cancellation shall take effect. The effective date of such cancellation shall not be less than twenty (20) days after the date of mailing. Earned premium shall be computed pro rata at the time cancellation is effected or as soon as practicable thereafter.

Non-Renewal

In the event the **Company** non-renews this **Policy**, the **Company** shall mail to the **Named Insured**, not less than sixty (60) days prior to the end of the **Policy Period**, written notice of non-renewal. Such notice shall be binding on all **Insureds**.

Delivery of Notice

The **Company** shall mail notice of cancellation or non-renewal with a certificate of mailing stating the effective date of cancellation or non-renewal which shall become the end of the **Policy Period**. Mailing of such notice shall be sufficient notice of cancellation or non-renewal.

VII. REPRESENTATIONS AND SEVERABILITY

Representations

The **Insured** represents that the particulars and statements contained in the **Application** are true and agree that:

1. those particulars and statements are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of the **Policy**;
2. those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and
3. the **Policy** is issued in reliance upon the truth of such representations.

Severability of Application

An **Application** for coverage shall be construed as a separate **Application** for coverage by each **Individual Insured**. With respect to the particulars and statements

contained in the **Application**, no fact pertaining to or knowledge possessed by any **Individual Insured** shall be imputed to any other **Individual Insured** for the purpose of determining if coverage is available.

In the event that such **Application** contains any misrepresentations which materially affects either the acceptance of the risk or the hazard assumed by the **Company** under this **Policy**, then no coverage shall be afforded for any **Claim** based upon, arising out of, related to or in consequence of any such misrepresentation with respect to:

1. any **Individual Insured** who knew of such misrepresentations or knew of the facts or circumstances relating to such misrepresentations, or any **Organization** to the extent it indemnifies any such **Individual Insured**. Such knowledge possessed by such **Individual Insured** shall not be imputed to any other **Individual Insured**; or
2. any **Organization** if any past or present Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chairperson, Executive Director, Human Resources Manager, In-House General Counsel, Managing Member or Fiduciary of any **Plan** or any equivalent position of the **Named Insured**, or the signer of the **Application**, knew of such misrepresentations or knew of the facts or circumstances relating to such misrepresentations.

VIII. CHANGES IN EXPOSURE

Creation, Acquisition of
or Merger with Another
Entity

1. If, after the effective date of this **Policy**:
 - a. the **Organization** creates, acquires, consolidates or merges with another nonprofit entity incorporated under the laws of a jurisdiction within the territorial United States, (hereafter referred to as “other entity”) such that the **Organization** is the surviving entity, and if as a result of such creation, acquisition, consolidation or merger, the other entity becomes a **Subsidiary** of the **Organization**, then coverage shall be provided for the other entity as an **Insured** solely for **Wrongful Acts** committed or

allegedly committed after the effective date of such creation, acquisition, consolidation or merger. The **Insured** shall disclose full particulars of such a change to the **Company** as soon as practicable but not later than the expiration date of the **Policy Year**, or effective date of cancellation or non-renewal of this **Policy**.

- b. However, if at the time of an event described in Paragraph 1, a., above:
- i. the assets of the other entity exceed thirty five percent (35%) of the total assets of the **Organization** as reflected in the **Organization's** most recent annual financial statements; or
 - ii. if the Employment Practices Liability Coverage Part is attached to this **Policy**, the total number of employees of the other entity exceeds thirty five (35%) of the total number of **Employees** of the **Organization** immediately prior to such event, then:

the **Named Insured** shall provide to the **Company** written notice of such creation, acquisition, consolidation or merger, containing full details thereof, as soon as practicable but within sixty (60) days of such event. The **Company**, at its sole discretion, may require additional premium and may alter the terms, conditions or limitations of coverage. The **Company** reserves the right to refuse any extension of coverage to such entity.

2. If, after the effective date of this **Policy**, the **Organization** creates, acquires, consolidates or merges with a for-profit entity, or any entity incorporated outside of the territorial United States, such that the **Organization** is the surviving entity, and if as a result of such creation, acquisition, consolidation or merger, such for-profit or foreign entity becomes a **Subsidiary** of the **Organization**, then:

the **Named Insured** shall provide to the

Company written notice of such creation, acquisition, consolidation or merger, containing full details thereof, as soon as practicable but within sixty (60) days of such event. The **Company**, at its sole discretion, may require additional premium and may alter the terms, conditions or limitations of coverage. The **Company** reserves the right to refuse any extension of coverage to such entity.

Cessation of Subsidiaries

If during the **Policy Period** any **Subsidiary** ceases to be a **Subsidiary**, then coverage under this **Policy** shall continue for such **Subsidiary** and its **Individual Insureds** until the expiration of this **Policy** or the last **Policy** in an uninterrupted series of policies issued by the **Company**, but solely for **Claims** arising out of **Wrongful Acts** committed or allegedly committed by such **Subsidiary** or its **Individual Insureds** while such **Subsidiary** was a **Subsidiary** and prior to the effective date of such cessation. There shall be no coverage for **Claims** arising out of actual or alleged **Wrongful Acts** occurring on or after the effective date of cessation.

Takeover of the Named Insured

In the event of a **Takeover** of the **Named Insured**:

1. coverage under this **Policy** shall continue until the earlier of:
 - a. the expiration of the **Policy Year**; or
 - b. if the **Policy** is cancelled or non-renewed, the effective date of cancellation or non-renewal;

but only with respect to **Claims** arising out of **Wrongful Acts** that occurred or allegedly occurred prior to the effective date of the **Takeover**. There shall be no coverage for **Claims** arising out of actual or alleged **Wrongful Acts** occurring on or after the date of **Takeover**;

2. the **Named Insured** shall give the **Company** written notice of the **Takeover** as soon as practicable, but not later than sixty (60) days after the effective date of the **Takeover**; and
3. the premium for the **Policy Year** in which the **Takeover** occurred shall be deemed to be fully

earned. The **Named Insured** shall have the right to purchase an Extended Reporting Period, subject to Section II. EXTENDED REPORTING PERIOD herein, to report **Claims** arising out of **Wrongful Acts** occurring prior to the effective date of any **Takeover**.

Merger, Sale, Transfer or
Termination of a Plan

If after the inception date of the Fiduciary Liability **Coverage Part**, or the date the Fiduciary Liability Coverage Endorsement is added to this **Policy**:

1. the sponsorship of a **Plan** is transferred so that an **Organization** is no longer the sole employer sponsor of such **Plan**;
2. a **Plan** is merged with another plan for which coverage is not afforded under the Fiduciary Liability **Coverage Part**;
3. a **Plan** is terminated or sold; or
4. the Pension Benefit Guaranty Corporation (PBGC) becomes the Trustee of a **Plan**;

then:

- a. in the case of paragraphs 1., 2. and 3. above, the Fiduciary Liability **Coverage Part** or the Fiduciary Liability Coverage Endorsement, as applicable, shall continue to apply to such transferred, merged, terminated or sold **Plan**, but solely for **Claims** based upon or arising out of **Wrongful Acts** that occurred or allegedly occurred prior to the date of such transfer, merger, termination or sale. There shall be no coverage for **Claims** arising out of actual or alleged **Wrongful Acts** occurring on or after the date of merger, transfer, termination or sale of any **Plan** as described in paragraphs 1., 2. and 3. above; or
- b. in the case of paragraph 4. above, the Fiduciary Liability **Coverage Part** or the Fiduciary Liability Coverage Endorsement shall continue to apply to such **Plan** for those who were **Insureds** at the time the PBGC became the Trustee of such **Plan** but solely for **Claims** based upon or arising out of **Wrongful Acts** that occurred or allegedly occurred prior to the date the PBGC became

the Trustee of such **Plan**. There shall be no coverage for **Claims** arising out of actual or alleged **Wrongful Acts** occurring on or after the date the PBGC becomes the Trustee of any **Plan**.

Cancellation of the Policy

If the **Named Insured** requests cancellation of this **Policy** as a result of a “Creation, Acquisition of or Merger with Another Entity”, “Cessation of Subsidiaries”, or “Takeover of the Named Insured”, the **Company** shall compute earned premium on a pro rata basis and return any unearned premium to such entity as of the effective date of such cancellation as long as notice of the event is provided to the **Company** as soon as practicable but not later than sixty (60) days after such event, together with such information as the **Company** may require.

IX. LIMITS OF LIABILITY

“Each Claim”

The “Each Claim” Limit of Liability shown on the Policy Declarations is the **Company’s** maximum liability for **Loss** for each **Claim** to which the applicable **Coverage Part** applies, during each **Policy Year**.

“In the Aggregate”

The “In the Aggregate” Limit of Liability shown on the Policy Declarations is the **Company’s** maximum liability for **Loss** for all **Claims** to which the applicable **Coverage Part** applies, during each **Policy Year**.

Policy Year Limits

The Limits of Liability for any **Policy Year** may not be aggregated or transferred, in whole or in part, so as to provide any additional coverage with respect to **Claims** first made or deemed made, as provided in Section V. NOTICE AND CLAIM REPORTING PROVISIONS of these General Terms and Conditions during any other **Policy Year**. If the applicable Limits of Liability for any **Policy Year** are exhausted, the **Company’s** obligation for that **Policy Year** shall be deemed completely fulfilled and extinguished.

Extended Reporting Period Limits

The Extended Reporting Period will not provide a new, separate or additional Limit of Liability. The remainder of the Limit of Liability applicable to the **Policy Year** in effect as of the date of expiration, cancellation, or non-renewal is the maximum Limit of Liability for all

Claims reported during the Extended Reporting Period.

Defense Costs

Defense Costs shall be in addition to the Limits of Liability for each **Coverage Part** purchased as shown on the Policy Declarations, unless as otherwise provided within that **Coverage Part** or by endorsement.

Interrelated Claims

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** pursuant to Section V. NOTICE AND CLAIM REPORTING PROVISIONS, "Interrelated Claims" and shall be subject to the Limit of Liability in effect when the **Claim** was first made.

X. RETENTIONS AND PRESUMPTIVE INDEMNIFICATION

Retentions

Retentions set forth in the Policy Declarations for each **Coverage Part** shall apply per **Claim** per **Policy Year** under each respective **Coverage Part**.

If more than one Retention applies to any one **Claim** then each applicable Retention shall be applied to the applicable part of such **Claim**, but the sum of such Retentions shall not exceed the highest of such applicable Retentions.

Claims shall be subject to the Retention applicable to the **Policy Year** during which the **Claims** are first made as provided in Section V. NOTICE AND CLAIM REPORTING PROVISIONS.

Except as otherwise provided by Section VII. TIMELY NOTICE AND RESOLUTION INCENTIVE of the Directors and Officers **Coverage Part**:

1. the **Company** shall be liable to pay only **Loss** and **Defense Costs** in excess of the applicable Retention for the **Coverage Part** to which the **Claim** applies;
2. the **Company** shall have no obligation to pay any part or all of such Retention on the **Insured's** behalf; and
3. if the **Company**, at its sole discretion, elects to pay any part of or all of such Retention, the **Insured** agrees to repay such amounts to the **Company** upon demand.

Presumptive Indemnification

Regardless of whether **Loss** or **Defense Costs** resulting from any **Claim** against an **Individual Insured** is actually indemnified by the **Organization**, the applicable Retention set forth in the Policy Declarations shall apply to any **Loss** and **Defense Costs** if indemnification of the **Individual Insured** by the **Organization** is legally permissible. The certificate of incorporation, charter, articles of association or other organizational documents of the **Organization**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Individual Insured** to the fullest extent permitted by law.

However, if an **Individual Insured** is not indemnified for **Loss** or **Defense Costs** solely by reason of:

1. **Financial Impairment**; or
2. a good faith determination by the **Organization** that such indemnification is not permitted by common or statutory law; then

an **Individual Insured's** Retention for this **Coverage Part** shall be amended to \$0.

XI. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of:

1. such spousal or **Domestic Partner** status; or
2. such spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Acts**; then

any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

This extension of coverage shall not apply to the extent a **Claim** alleges any **Wrongful Act**, error, omission, misstatement, misleading statement or neglect or breach

of duties by such spouse or **Domestic Partner**.

XII. SUBROGATION

In the event of payment under this **Policy**, the **Company** shall be subrogated to the **Insureds'** rights of recovery. The **Insured** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Company** to effectively bring suit in the name of any **Company**.

In no event, however, shall the **Company** exercise its rights to subrogation against an **Individual Insured** under this **Policy** unless such **Individual Insured**:

1. has been convicted of a deliberate criminal act; or
2. has been determined by a final adjudication adverse to the **Individual Insured** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Individual Insured** was not legally entitled.

In the event the **Company** shall for any reason pay indemnifiable **Loss** on behalf of an **Individual Insured**, the **Company** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Individual Insureds** hereunder.

XIII. CHANGES

Notice to any agent or knowledge by any agent shall not affect a waiver or change in any part of this **Policy** or stop the **Company** from asserting any right under the terms of this **Policy**, nor shall the terms of this **Policy** be waived or changed except by an endorsement, issued by the **Company** to form a part of this **Policy**.

XIV. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this **Policy**, the **Insured** agrees that the **Named Insured** shall act on behalf of all **Insureds** with respect to:

1. the payment of premiums or the receipt of any return premiums that may become due under the **Policy**;
2. the cancellation or non-renewal of this **Policy**;
3. the effecting of any changes to the **Policy** or purchasing of an Extended Reporting Period; or
4. the giving and receiving of all notices and correspondence.

Any notice given to the **Named Insured** by the **Company** pursuant to Section VI. CANCELLATION OR NON-RENEWAL shall be deemed to be notice to all **Insureds**.

XV. ASSIGNMENT

Assignment of interest under this **Policy** shall not bind the **Company** until the **Company's** consent is endorsed hereon.

XVI. OTHER INSURANCE

This **Policy** is excess of other valid and collectable insurance, unless such other insurance is specifically written to be in excess of this **Policy**. For purposes of this provision, "other valid and collectable insurance" means insurance provided by an entity or organization other than the **Company**.

When it is determined that both this insurance and other insurance or self-insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the **Company** shall not be liable under this **Policy** for a greater proportion of the **Loss and Defense Costs** than the applicable Limit of Liability under the **Policy** for such **Loss and Defense Costs** bears to the total applicable Limit of Liability of all valid and collectible insurance against such **Claims**.

XVII. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this **Policy** which are in conflict with the statutes of the state or territory wherein this **Policy** is

issued are hereby amended to conform to such statutes.

XVIII. ACTION AGAINST THE COMPANY

Compliance No action shall lie against the **Company** unless, as a condition precedent thereto, there has been full compliance with all of the terms of this **Policy**, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by the **Insured's** written agreement, the claimant or the claimant's legal representative, and the **Company**.

Rights to Recover Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this **Policy** to the extent of the insurance afforded by this **Policy**. No person or entity shall have any right under this **Policy** to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representatives. Bankruptcy or insolvency of the **Insured** or the **Insured's** successors in interest shall not relieve the **Company** of its obligations hereunder.

XIX. POLICY TERRITORY

This **Policy** shall apply worldwide.

XX. COORDINATION OF COVERAGE

Subject always to the applicable Limit of Liability, should two or more **Coverage Parts** apply to the same **Claim**, the **Company** will not pay more than the actual **Loss** incurred by the **Insureds**.

XXI. ACCEPTANCE

This **Policy** embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

XXII. LIBERALIZATION

If within forty-five (45) days of binding this **Policy**, the **Company** broadens coverage under any **Coverage Part** or the General Terms & Conditions attached to this

Policy, and;

1. such broadened coverage applies to policies in the state or territory in which this **Policy** is written;
2. the effective date of the policies which are to receive the broadened coverage is after the effective date of this **Policy**; and
3. there is no additional premium charged for such broadened coverage;

then the **Company** shall apply the broadened coverage to this **Policy** as applicable for no additional premium, but only for a **Wrongful Act** which first occurs after the effective date of such broadened coverage.

**UNITED STATES LIABILITY
INSURANCE GROUP**

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

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

INSURANCE

POLICY

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



INSURANCE

POLICY

UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

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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



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 \$ _____.

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

GOOD NEIGHBORS INC _____
Named Insured
On File with the Company _____
Date

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Good Neighbors Additional Documents

Page 2.....	20 Pinellas County Food Bank/Pantry Closures Due to COVID
Page 9	Good Neighbors IRS 501(c)3 Determination Letter
Page 10.....	Warehouse Project Vendor Capabilities Information

Agency Name	Type of Resource	Phone	Address	City	Zip	Website	Schedule	Normal Operating Hours?	Revised Hours	Restrictions
60th Street Pantry	Family/Comm Services	727-541-2202	9309 60th St., Pinellas Park, FL 33782	Pinellas Park	33782	https://feelhislove.com/#	11a-5p for all services, ER after hours on request	Yes	NA	Ask for ID for record keeping, do not require it for services
Alpha House Pinellas Co.	Family/Comm Services	727-822-8190	701 5th Ave N, St Petersburg, FL 33701	St. Petersburg	33701	AlphaHousePinellas.org	6a-7p hot meal service, Baby food / formula made available for pickup on request	No	Quarantined, no new residents	Foster female youth have been referred, adults no restrictions other than drug free
Barbee Towers (Clearwater Housing)	Pantry	727-446-1045	1100 Druid Rd Clearwater FL 33756	Clearwater	33756		Wed; 2nd 9am-12pm			
Beach Community Food Pantry (Calvary Episocal Church)	Pantry	727-595-2374	1615 1st St., Indian Rocks Beach, FL 33785	Indian Rocks Beach	33785	https://www.calvaryirb.org/food-pantry	M 10a-12p, W 10a-12p, Thur 5p-7p	Yes	NA	Photo ID, Pinellas County resident
Beacon Street Ministries, Inc.	Pantry	727-278-2285	3470 Adrian Ave, Largo, FL 33770	Largo	33770	www.beaconstreetministries.org	Thur 5-7pm, or by appointment at phone number, Fri dinners delivered to street	Yes	By appointment added, will increase pantry offerings to 2x/month/family if need warrants	No
Bethel AME Human Services & Educational Foundation Inc.	Pantry	727-822-2089	912 3rd Ave N., St. Petersburg, FL 33705	St. Petersburg	33705	Not Given	Pantry 9a-12p Tue, Breakfasts Prepared Meals 7a-9a Sundays	Yes	Anticipating ramping up by adding additional day for	No
Bethel Metro Food Pantry	Pantry	727-517-5468	3455 26th Ave S, St. Petersburg, FL 33711	St. Petersburg	33711		Wed & Sat 10am-1pm			
Bread of Life Food Pantry (Abundant Life Ministries)	Pantry	(727) 210-5433	1550 Belcher Rd South Largo, FL 33771	Largo	33771	www.alm.tv	9:00-11:00AM on Thursdays	No	drive thru only	Valid photo ID and SSN card required.
Bread of Life Food Pantry (Clearwater Nazarene)	Pantry	727-536-1498	1875 Nursery Rd, Clearwater, FL 33764	Clearwater	33764	www.clearwaternazarene.org	Every Sat 10-11:30 am for pantry, drive thru dinner wed 5-6:30p	No	Added drive thru dinner service weekly on Weds 5-6:30 pm	No
Burlington Tower	Pantry	727-823-3867	1000 Burlington Ave N , St. Petersburg, FL 33701	St. Petersburg	33701		Tues; 3rd 9am-12pm			
Calvary Church, Church & Community Outreach	Pantry	727-351-5176	200 McMullen Booth Rd, Clearwater FL 33759 Mailing address: P.O. Box 571. Safety Harbor, FL 34695	Clearwater, Safety Harbor	33759, 34695		Wed, Fri 8am-12noon			
Christ the Cornerstone Church	Pantry	727-547-6280	5545 62nd Ave N, Pinellas Park, FL 33781	Pinellas Park	33781	ChristCornerstone.com	4th Sat monthly, 9a start till out of food (gen. about 30 mins)	Yes	NA	No
Clearview UMC	Pantry	727-743-1723	4515 38th Ave N, St. Petersburg, FL 33713	St. Petersburg	33713	clearviewumc.org	Thurs 9:30-11a	Yes	NA	No
Community Action Stops Abuse, Inc. (CASA)	Other	727-895-4912	P.O. Box 414 (site of emergency shelter for domestic violence is confidential)	St. Petersburg	33731	https://www.casastpete.org/	24/7/365	Yes	NA	It is a confidential emergency shelter for victims of domestic violence and their children. Please use the crisis hotline for safety planning and resources: 727-895-4912
Countryside Baptist Church	Pantry	727-726-2550	2525 McMullen Booth Rd., Clearwater, FL 33761	Clearwater	33761	www.CountrysideBaptist.org	8a-4p M-F	Yes	NA	Photo ID, limit 1 x every two months

CSA Palm Harbor Comm. Activity Ctr	Pantry	727-771-6000	1500 16 St., Palm Harbor, FL 34683	Palm Harbor	34683		Thurs; Fri 8am-8pm; 8am-4:30pm			
Daystar Life Center	Family/Comm Services	727-825-0442	1055 28th Street South St. Petersburg, FL 33712	St. Petersburg	33712	https://daystarlife.com/word/	8:30am to 3pm Mon, Tues, Thurs, & Fri Is	Yes	NA	No
Dunedin Cares	Pantry	727-410-8495	1701 Pinehurst Rd Dunedin, FL	Dunedin		www.DunedinCares.org	Thursday from 10:00 AM to 12:00 PM		NA	No
Ebenezer New Testament	Pantry	727-484-8982	3931 Central Avenue St Petersburg FL 33713	St. Petersburg	33713	Not Given	Friday 5:30 - 6:30	Yes	NA	No
Elim SDA Community Church	Pantry	727-501-6884	4824 2nd Ave S	St. Petersburg	33711	http://www.elimsda.org/	Wednesday 9:00 AM-12:00 PM			Register w/ number in household
FEAST	Pantry	727-789-5275	2255 Nebraska Ave	Palm Harbor	34683	http://www.feastfoodpantry.com/	Tuesday through Friday, 9:00 am - 12:00 pm	Yes		twice a month; live in area; ID; proof of residency unless homeless; proof of income; SSN or green card
Feed St. Pete	Pantry	727-866-1184	5501 31st Street South St. Pete, FL	St. Petersburg		www.pinellaschurch.com/feedst.pete	Tuesday 5-7 pm	Yes	NA	Photo ID and Proof of residency
Feeding our Neighbors Program at Central Christian Church	Pantry	727-446-0988	1200 Keene Rd.S., Clearwater FL 33756	Clearwater		clearwaterdisciples.org	4th Sat every month, 8a-11a or when they run out	Yes	Not changing hours, but changing distribution method from grocery shopping type experience to 1	No
First Baptist Church Indian Rocks	Pantry	727-595-3421	12685 Ulmerton Rd	Largo	33774	http://www.indianrocks.org/ministries/	Call for details			1 x every 4 months
First United Methodist Church	Pantry	727-546-5741	9025 49th St N	Pinellas Park	33782	http://www.fumcpp.org/	Monday and Wednesday, 9:00 am - 12:00 pm			Photo ID, Proof of residency in zipcodes 33781 & 33782 only. 1 x every 8 weeks
Florida Dream Center	Mobile Pantry	727-851-9074	4000 43rd Street N Lealman, FL 33714 OR 812 E. Tarpon Ave Tarpon Spgs, FL 34689 (St. Timothy's Lutheran Church)	Lealman, Tarpon Springs	33714, 3	https://floridadreamcenter.org/	Every Saturday 9a-12pm at both locations	Yes	NA	Lealman Resident or E. Tarpon Springs Resident
Flowing River Church	Pantry	727-461-1148	1148 Turner St	Clearwater	33756	https://www.flowinriverchurch.com/	Fridays 1:30-3:00pm	Yes	NA	none currently
Freedom Village I	Pantry	727-546-1422	7700 66th St N	Pinellas Park	33781	https://goodwill-suncoast.org/freedom-village-i/?utm_source=google&utm_medium=google&utm_content=FreedomVillageGener	2nd Friday, 10:30 am - 11:30 am			Photo ID
Freedom Village III	Pantry	727-443-6799	1167 Turner St	Clearwater	33756	https://goodwill-suncoast.org/freedom-village-iii/?utm_source=google&utm_medium=google&utm_content=FreedomVillageIIIGener	2nd Tuesday, 1:00 pm - 3:00 pm			Proof of ID and income

Girls Inc. of Pinellas	Family/Comm Services	727-544-6230	7700 61st Street North, Pinellas Park, FL 33781	Pinellas Park	33781	Www.girlsinc-Pinellas.org	Weekdays 6:30am-6:00pm	Yes	Closed for one week training and site remediation 3/23-3/27	No
Good Samaritan Church	Pantry	(727) 820-0775	6085 Park Blvd Pinellas Park, FL 33871	Pinellas Park	33781		Open Monday, Tuesday & Thursday: 9:00 - Noon	No Drive thru only		Zip codes 33781, 33782, 33709, 33714, 33716 can be served every 3 months. All other zip codes, once every 6 months. Needs a social security card for each person in the household wishing to be served. Need a photo I.D. for primary contact. Need a piece of mail for current address.
Greater Light AME Zion Church	Prepared Meals	727-403-5319	1400 Dr MLK Jr St S	St. Petersburg	33701		Monday 6:00 pm - 7:00 PM			Politeness
Greene Chapel AME Church - Cecil	Pantry	727-300-6593	1905 134th Ave	Largo	33778		3rd Wednesday, 11:00 am - 1:00			
Gulf Coast Jewish Family Services	Food Pantry	727-479-1800	14041 Icot Blvd	Clearwater	33760	https://gulfcoastjewishfamilyandcommunityservices.org/	Call for details	No	Mon-Fri 8am-5pm	Call for information
H.E.L.P Ministries	Family/Comm Services	727-542-3741	1381 Church Street Largo, FL 33778	Largo	33778	http://www.help-ministries.com/	9a-12p Tues, Wed, Friday	Yes	NA	No
Hannah's Homeless Drop-in Center	Pantry	727-498-8821	2244 1st Ave N	St. Petersburg	33713	https://hannahshomeless.org/	Monday, Wednesday, and Friday, 9:30 am - 4:00 pm			
Harriett's Food Pantry at Clearwater Community Church	Pantry	727-799-4444	2897 Belcher Rd, Dunedin, FL 34698	Dunedin	34698	ClearwaterCommunity.org	Tue 10a-2p, Thur 12:30p-3:30p, 2nd and 4th Sat every month, 9p-12p	Yes	NA	Serve regularly Tarpon to Ulmerton, and the Gulf to Safety Harbor, don't turn anyone away
High Point Neighborhood Family Center, Food Pantry, and Clothing Closet	Pantry	727-533-0730	5812 150th Ave N	Clearwater	33760	http://www.highpointfamilycenter.org/	Monday, 9:00 am - 12:00 am			ID
Holy Family Church SVDP	Pantry	727-526-5783	200 78th Ave NE	St. Petersburg	33702	http://www.holyfamilystpete.com/	Monday through Friday, 10:30 am - 3:00 pm	YES		Register w/photo ID to receive 1x/6mo
Homeless Emergency Project	Prepared Meals	727-442-9041	1120 N Betty Ln	Clearwater	33755	https://www.hepempowers.org/	Monday through Friday, 8:30 AM-5:00 PM	NO	CLOSED DURING COVID-19	Shelter residents only
Iglesia del Nazareno	Prepared Meals	727-424-1647	1601 N Highland Ave	Clearwater	33755	https://www.facebook.com/pg/iglesiaNazarenoClearwater/posts/?ref=page_inte	Call for details	NO	CLOSED DURING COVID-19	
Interfaith Food Pantry Inc.	Pantry	727-392-9365	9530 Starkey Rd	Seminole	33777		Monday through Friday, 10:00 am - 1:00 pm			Proof of ID and SS(last 4 digits) for each family member
Kimberly Home Pregnancy Resource Center	Pantry	727-443-0471	1189 NE Cleveland St	Clearwater	33755	http://www.kimberlyhome.org/	Call for appt (baby food, cereal, formula)	NO	CLOSED DURING COVID-19	
Lealman / Asian NFC	Pantry	727-528-7891	4255 56th Ave N	St. Petersburg	33707	http://www.lanfc.org/family-	Monday through Thursday 1-7pm, Friday 1-3pm			None
Mattie Williams Neighborhood Family Center	Pantry	727-791-8255	1003 Dr. Martin Luther King, Jr. St., N, Safety Harbor, FL 34695	Safety Harbor	34695	www.mwnfc.org	Thurs, 9a-11a, 5-6:30p	Yes	NA	Restricted to zips: 34695, 34677, 33759, 33761

Mercy Keepers Food Pantry	Pantry	727-323-5155	2021 9th Ave S., St. Petersburg, FL 33712	St. Petersburg	33712		Tues, Thurs 10am-1:45pm			
Meals on Wheels St. Petersburg	Prepared Meals	813-344-5837	4532 W Kennedy Blvd, Ste 223	Tampa		networktoendhunger.org	M, W, F, 10:00am-2:00pm	NO	M delivery only, 10-2pm	
Ministry of Helping Hands (St. Patrick Catholic)	Pantry	727-489-8221	2121 16th Ave SW	Largo	33770	http://stpatricklargo.org/	Call for appt (baby food, cereal, formula)			Must live within parish boundaries
Mission City Pathways Community Church	Pantry		801 Seminole Blvd	Largo	33770	http://missioncitychurch.com/	Friday, 11:30 am - 12:00 pm, Wednesday, 8:30 AM-11:30 AM			Must call 1 week prior to confirm eligibility and to reserve box of food. Photo ID, income guidelines
MLK Town Center	Pantry	727-823-1565	540 2nd Ave S., St. Petersburg, 33701	33701			Wed; 1st 9am-11am			
Mt. Herman Missionary Baptist	Prepared Meals	727-937-7015	400 S Levis Ave	Tarpon Springs	34589	https://www.facebook.com/Mt.Hermon	Tuesday and Saturday, 10:30 am - 12:00 pm			none
Mt. Olive AME Church	Pantry	813-846-0545	1202 N. Betty Lane, Clearwater, FL 33755 Mailing: 600 Jones St, Clearwater, FL 33755	Clearwater			Mon-Fri 10:00-12:30pm			
Neighborly Care Network	Food Pantry/Prepared Meals	727-573-9444	13945 Evergreen Ave	Clearwater	33762	http://neighborly.org/	M-F 8:30am-2:30pm, Many locations for meals- call for details	YES	Pick-up Meal or Delivery Only	60+
New Beginnings at Pinellas Park	Pantry	727-544-3608	6565 78th Ave N	Pinellas Park	33781	https://florida.thejoyfm.com/directory/churches/147509698	Tuesday, 10:00 am - 12:30 pm			Photo ID, 1xmonth
New Covenant Baptist Church	Pantry	727-323-1928	2611 5th Ave S	St. Petersburg	33712	http://newcovenantbaptistchurch.net/id	Wednesday, 9:00 AM-10:00 AM			
New Destiny Worship Center	Pantry	727-738-1656	2110 N Hercules Ave	Clearwater	33763	http://www.newdestinywc.com/	Monday through Friday, 9:00 am - 3:00 pm			none
New Hope Missionary Baptist	Pantry	727-896-5228	2120 19 St S., St. Petersburg, FL 33712	St. Petersburg			Sat; 1st 10am-12pm			
Northside Baptist Church, Benevolence Ministry Food Pantry	Pantry	727-381-3642	6000 38th Ave N	St. Petersburg	33710	http://www.nbcstpete.com/	Wednesdays 6 PM to 8 PM; Fridays 10 AM to 12 PM		accepts donations at our church office	Pinellas Park residents only
Northwest Presbyterian Church	Pantry	727-544-4551	6330 54th Ave N	St. Petersburg	33709	https://www.nwpcchurchfl.com/ministries	Wednesday 9:00 AM-12:00 PM			
Northwood Presbyterian Church Food Pantry	Pantry	727-796-8090	2875 FL-580	Clearwater	33761	http://www.northwoodpc.org/missionp				once every 2 months
Oak Ridge Wesleyan	Pantry	727-455-2882	11000 110th Ave N., Largo, FL 33778	Largo			Wed, Sat 2pm-4pm			
Oldsmar Cares	Pantry	813-415-7373	163 FL-580	Oldsmar	34677	http://www.oldsmarcares.org/	M/W 5:30p-7p, T/Th/F/Sa 9a-12p			For 34677, 34695, 33615, or 33635. Once a month only.
Operation Attack (Lakewood Presbyterian)	Pantry	727-822-0764	1310 22nd Ave S	St. Petersburg	33705	http://www.operationattack.org/	1st 3 Tuesdays, 9:30 AM-12:00 PM	NO		
Operation Hope of Pinellas	Pantry	727-509-7493	2901 54th Avenue South	St. Petersburg	33712	https://www.operationhopeofpinellas.com	Mon-Fri 9:00 AM - 5:00 PM			Photo ID, USDA eligibility form
Operation PAR	Pantry	727-545-7564	6655 66th St N	Pinellas Park	33781	https://www.operationpar.org/	Call for details	NO		

							http://www.mycommunitypt.com/northland/index.php/component/cpx/?task=resource.view&id=92				
Our Brothers Keeper	Pantry	727-687-1109	2011 Queensboro Ave S	St. Petersburg	33712			Tuesday, 10:00 am - 12:00 pm		Photo ID	
Pasadena Community Church	Pantry	727-397-6140 (cl	112 70 St S. Mailing: 227 70th St S, St	St. Petersburg	33707			Thursday 9:30am-11:30am			
Pasadena Presbyterian Church	Pantry	727-204-5216	House on Church Property is Pantry: 123 Pinellas Way North St. Petersburg, FL 33710	St. Petersburg		https://www.ppc.net/		2nd Saturdays each month	Yes	In addition to once a month Saturdays, if an urgent need. Please call and staff will be able to assist	No. Please call if a need other than on Saturdays
People that Love	Pantry	(727) 820-0775	817 5th Avenue North St. Petersburg, FL 33701	St. Petersburg		www.peoplethatlove.com		M-F 10:45AM-2PM	Yes		No
Pinellas Hope (shelter ministry of Catholic Charities Diocese of St. Petersburg)	Other	(727) 556-6397	5726 126th Ave. N., Clearwater, FL 33760	Clearwater		www.ccdosp.org and www.pinellashope.org		Mon - Fri: 8a - 5p; Sat & Sun: 9a - 3p. However, we accept food (and cleaning supply) dropoffs 24/7.	Yes	NA	We request ID and SSN, but nothing required.
Pinellas Safe Harbor	Prepared Meals	727-464-8058	14840 49th St N	Clearwater	33762	https://pcsoweb.com/pinellas-safe-		Daily, 7:30 am - 8:30 am; 11:30 am - 12:30 pm; and 5:30 pm - 6:30 pm			Homeless
Praise Cathedral dba Elevated Church	Pantry	727-251-5928	4371 76 Ave, Pinellas Park, FL 33781	Pinellas Park				Fri; 2nd & 4th 6pm-6:30pm			
Rainbow Village (@Urban League)	Pantry	727-584-7200	13420 Adams Cir., Largo, FL 33774	Largo				Mon - Fri 9am- 1pm / 2pm - 5pm			
RCS Food Bank	Pantry	727-443-4031	700 Druid Road Clearwater, FL 33756	Road Clearwater		rcspinellas.org		Donations hours 8 am - 3:30 pm Mon thru Fri and until 6:30 pm on Thurs. Food Distribution hours 12:30 - 3:30 pm Mon thru Fri and until 6:30 pm on Thurs.	Yes	NA	Photo ID, SSI card for each member of household and mail with current address for emergency food distribution. No ID required for TEFAP/USDA food distribution just completion of eligibility form.
Sacred Heart Church - His Heart Society	Pantry	727-798-5230	4661 82nd Ave. N. Pinellas Park, FL 33781	Pinellas Park		None		Tues. & Thurs. 9:00 to 11:00 a.m.	Yes	NA	Needs to live in Pinellas Park
Saint Giles Food Pantry	Pantry	727-345-5215	8271 52 St N., Pinellas	Pinellas Park		N/A		Mon-Thur			
Saint Timothy Lutheran Church	Prepared Meals	727-937-3503	812 E Tarpon Ave	Tarpon Springs	34689	http://www.mylutheran.com/		Thursday, 11:00 am - 12:00 pm and 5:00 pm - 6:00 pm			none
Saint Vincent de Paul - Clw	Soup Kitchen	Glen 727-657-49	1345 Park St., Clearwater, FL 33755	Clearwater				7 days 8:30am-10:15am			
Saint Vincent de Paul - St Pete,	Soup Kitchen	727-258-0892 or	401 15th St. N.	St. Petersburg	33705			Mon-Fri 12pm-2pm			
Salvation Army St. Pete,	Soup Kitchen	727-550-8080 x	1400 4th St S.	St. Petersburg	33701	https://www.salvationarmyflorida.org/st		Mon-Fri 11:30am-12:30pm; 4:30pm-5:30pm	No	Only Lunch M-F 11:30a-12:30p	
Salvation Army - St. Pete	Prepared Meals	727-550-8080	340 14th Ave S	St. Petersburg	33701	https://www.salvationarmyflorida.org/st		Daily, 11:30 am - 12:30 pm and 4:30 pm - 5:30 pm	No	Only Lunch M-F 11:30a-12:30p	none
Salvation Army Clearwater	Pantry	727-446-4177	1521 Druid Road East Clearwater, FL	East Clearwater		https://salvationarmyflorida.org/clearwater		Monday, Tuesday, Thursday, Friday from 9 to 11:30 and 1 to 3:30	Yes	NA	No
Salvation Army, Tarpon Springs	Pantry	727-934-4476	209 S Pinellas Ave	Tarpon Springs	34689	https://salvationarmyflorida.org/clearwater		Monday through Wednesday, 8:30 AM-4:30 PM			

Salvation Army-Adult Rehabilitation	Soup Kitchen	856-449-8907 or 5885 66th St. N, St. Petersburg FL 33709	St. Petersburg			Daily 6:30-7am, 11:30-2 pm, 4:30-5 pm				
Sanderlin Neighborhood Family Center	Pantry	727-321-9444 Fa 2335 22nd Ave. S	St. Petersburg	33712		Wednesdays 9AM-1PM				
Somebody Cares Tampa Bay Inc.	Pantry/Supplies/Home Repair	727-536-2273 21903 US Hwy 19 N	Clearwater	33765	http://www.sctb.org/	Monday through Friday, 8:30 AM-5:00 PM				none
St Petersburg SDA Church	Pantry	727-345-1742 1001 56th St N	St. Petersburg	33710	https://www.stpetesda.org/	Wednesday, 10:00 AM-12:00 PM				
St. Bartholomew's Episcopal Church	Pantry	727-867-7015 3747 34th St S	St. Petersburg	33711	http://www.stbartsdioswfl.org/	1st and 3rd Sunday 10:30am-12pm				Once per month
St. Ignatius of Antioch Catholic Church Food Pantry	Pantry	727-937-4050 715 E Orange St	Tarpon Springs	34689	http://www.st.ignatius.net/	Monday, Wednesday, and Friday, 10:00 am - 11:45 pm				Tarpon Springs residents
St. James UMC	Pantry	727-576-3919 845 87th Ave N	St. Petersburg	33702	http://www.stjamesumcfl.org/	Alternating Saturdays of each month from 9am-11am	No		April 11 and 25 from 9-11AM	Current ID and zip codes: 33702, 33703, 33704, 33713, 33714, 33716, 33781, 33782
St. Jerome Roman Catholic Church	Pantry	727-595-4610 10895 Hamlin Blvd	Largo	33774	http://www.stjeromeonline.org/outreach/	Wednesday, 8:30 am - 11:30 am				
St. Mary Coptic Orthodox Church	Pantry	727-644-5190 2930 CR 193, Clearwater, FL 33759	Clearwater		Not Given	Sun 12-2p	No		Ending food service crisis	
St. Nicholas		727-944-3366 36 N Pinellas Ave	Tarpon Springs	34689	https://stnicholastarpon.org/	K806				
St. Pete Dream Center	Pantry	727-520-1909 3567 Cypress Terrace	Pinellas Park	33781	http://www.stpetedreamcenter.org/	Tuesday through Friday, 10:00 am - 2:00 pm by appointment only				
St. Petersburg Free Clinic We Help	Pantry	727-821-1200 863 3rd Ave N St. Petersburg, FL	St. Petersburg		www.stpetersburgfreeclinic.org	M-W, 8:30 - 3pm, Thur 8:30 - 7pm, Fri 8:30-11am	No		Monday: 8:30am – 3:00pm Tuesday: 8:30am – 3:00pm Thursday: 8:30am –	1x month, ID required
St. Petersburg Vineyard Church	Prepared Meals	727-365-3780 5000 10th St N, St. Petersburg, FL	St. Petersburg		www.stpetersburgvineyard.org	Dinner meal service 1x month, 3rd Sat, Distribute sack lunches at Williams Park 2nd and 4th Sundays	Yes	NA		No
Enoch Davis Center	Pantry	727 893-7441 1111 18 Ave S., St. Petersburg, FL 33712	St. Petersburg		www.stpeteparksrec.org/enochdaviscenter	2nd Mon, Tues, Wednesday 9:00 am - 12:00 pm				
Suncoast Haven of Rest Mission	Soup Kitchen	727-545-8282 1763 9th Ave N., St. Petersburg FL 33713	St. Petersburg			Mon-Sat Mon-Fri 10am-5pm; Sat 10am-3pm				
Sylvan Abbey United Methodist Food Pantry	Pantry	727-796-3057 2817 Sunset Point Rd	Clearwater	33759	http://www.sylvanabbeyumc.org/ministries/food-pantry/	Monday, 10:00 am - 1:00 pm				None
Tarpon Springs Shepherd Center	Family/Comm Services	727-939-1400 304 S. Pinellas Ave. Tarpon Springs, FL 34689	Tarpon Springs		http://tscenter.org/	Mon – Tues, Thurs – Fri 10:00 a.m. – 1:30 p.m.	Yes	NA		For the pantry and outreach services, photo id, proof of residence - community kitchen, none proof of loss of employment; 90 day assistance may be available; income
The Kind Mouse	Pantry/backpacks	727-518-5575 1801 16th St N	St. Petersburg	33704	http://www.thekindmouse.org/jane-s-pantry.html	Monday through Friday, 9:30 am - 2:30 pm, call for apt				For resident
Trinity House	Pantry	727-867-5556 5701 16 St S., St. Petersburg, FL 33705	St. Petersburg			Thurs; 2nd 10am-12pm				
Trinity Lutheran Church	Prepared Meals	727-822-3307 401 5th St N	St. Petersburg	33701	https://trinitylutheranstpeter.org/	Tuesday and Friday, 10:00 am - 12:00 pm				



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

GOOD NEIGHBORS INC
100 S BELCHER RD 6914
CLEARWATER, FL 33765

Date:
07/18/2022
Employer ID number:
38-4169794
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 10, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053593002352

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Vendor Capabilities Information for Good Neighbors Warehouse Project

Potential Vendor #1:

Bettencourt Construction: <https://www.bettencourtconstruction.com/>

Bio:

For over 30 years, Bettencourt Construction has been the General Contractor for thousands of St Petersburg, Florida, and surrounding communities' residential construction and commercial construction projects. Our vast amount of experience provides smooth-running commercial construction projects, construction projects completed on schedule, affordability, quality artistry & craftsmanship, attention to detail, and complete satisfaction with every outcome.

As a St. Petersburg-based preferred commercial industrial contractor and commercial contractor, we save your Florida businesses money by staying within the budget. Our comprehensive cost-estimating services will accurately predict project costs and identify opportunities for cost savings. You can rely on our expertise in Hillsborough County, Florida, state and federal building codes and regulations to avoid costly fines and delays.

We know how vital project management & job-site leadership has become in the new economy. When you choose Bettencourt Construction, you'll receive unrivaled problem-solving, excellence & integrity-based leadership for the project. We're proud of the reputation we've built over the last 30 years. We have a history of excellent partnerships with architects and trusted subcontractors to deliver highly complex builds in diverse spaces, including corporate, healthcare, housing, education, and nonprofits.

Capabilities:

- Custom Home Building
- Collaboration with leading architects and designers in Florida
- Unrivaled Quality
- Project Management
- Home Additions
- Remodeling and Renovation
- Commercial Building

Potential Vendor #2:

England Brothers Construction Company, Inc.: <https://www.englishbros.com/>

Bio:

England Brothers Construction, Inc. is a third-generation family-owned and operated commercial construction company founded in 1950. Originally home builders, in 1964, we began to integrate industrial and commercial construction into our business. England Brothers Construction Company, Inc. was incorporated in 1970. Since 1964, England Brothers Construction Company, located in Largo, Florida, has offered a wide range of specialties ranging from minor building repairs to full turn-key design-build commercial, industrial, distribution, and storage facility projects.

England Brothers Construction Company, Inc. has completed over 800 major construction projects totaling more than 4.5 million square ft. We have also performed over 4,000 minor repairs and renovations on existing facilities. We take pride in the fact that all of this work was completed within the contract budget and scheduled time frames.

We have over 50 years of experience in industrial and commercial design, development, and construction. We can take your project from concept to finished product. Our expertise will allow you to focus on your current operations while creating a new facility that will enable you to take your business to the next level.

At England Brothers Construction Company, Inc., our goal is to provide an energy-saving, maintenance-free, efficiently designed structure for you to conduct business. We have in-house design capabilities built upon our experience in meeting the needs of thousands of business owners and operators. We have over 50 years of experience in the industry, and our reputation for delivering cost-effective projects on time and within budget is unmatched.

Capabilities:

- New Design & Build Projects
- Project Feasibility/Site Assessments
- Preliminary Project Budgeting
- Site and Building Permit Approvals
- Clearing and Demolition
- Interior and Exterior Finishes
- Installation of Building Process Systems
- Additions & Renovations
- Custom Fabricated Projects
- Component Replacement & Repairs
- Roof Life Cycle Assessments
- Energy Efficient Upgrades

Potential Vendor #3: SkyEco: <https://skyecogroup.com/>

Bio:

Craig is first and foremost a visionary. He brings an impressive combination of entrepreneurial ingenuity and inspiring leadership to his work. He has received significant recognition for his part in the foundation and leadership of a prominent Florida Home Builder. With over 3,000 homes completed, it was particularly gratifying for him to be a Featured Builder on two ABC's Extreme Makeover and being able to contribute to the special needs of a selected Florida and New Orleans families.

Craig has received many awards for his humanitarian contributions, design excellence and energy-efficient building. The city of St. Petersburg, Florida, has declared May 9th as "Craig Gallagher Day" to honor his leadership in uniting the building community, and his company received a citation from Governor Bush declaring them the "Preeminent Builder in West Central Florida." He has received fifteen awards in three Florida counties. A true leader in his field as well as in the community, Mr. Gallagher has been featured on three hours of prime-time network television and his career achievements were featured as the cover story in American Executive magazine.

Craig served as a Sgt. with the 82nd Airborne and was injured in the Middle East and retired out of the Army. Being a Service Disabled Veteran also allowed Craig to enter into the Federal Government construction arena. As a FEMA Certified Disaster Analyst, Craig Gallagher was able to help his New Jersey clients navigate complex FEMA regulations.

Craig now takes his 30 years of experience to focus exclusively on concrete and turn key metal building installation.

Capabilities:

- Licensed Building Contractor for over 25 years in Florida CBC058145
- Fully Insured with both General Liability and Workers Comp (not workers comp exemption certificate) Proof of Policies Provided upon Request
- Tampa's Largest Turn Key Metal Building Dealer and Installer. True one stop shopping.
- True Turn Key Installation to include Site work, Engineered Drawings, Permitting, Soil Pretreat, Concrete Slab, Building and Building
- Can Fully Customize Your Building to meet both you needs and Budget
- Can provide building upgrades such as plumbing, electric or insulation to satisfy the requirements of your project
- Lowest Prices. We work directly with the manufacturer, eliminating middle man and are able to pass those savings on to you.
- Free estimates.

Potential Vendor #4:

M² Construction LLC: <https://m2constructionfl.com/>

Bio:

Residential and commercial clients agree that if they need general contracting services, they call M² Construction LLC. We are one of the region's most responsive and top-rated general contractors, known especially for our high-quality workmanship and professionalism on the job. With fair, market-driven pricing and a communication-centric approach to project-delivery, it's no surprise that our work is the most sought-after in the local area.

Our clients love the fact that we bring the full spectrum of professional certification and years of on-the-job experience to every project. Whether it's our in-house construction crews or our trusted subcontractors, everyone on the team knows exactly what they need to do, when they need to do it. We run a tight ship with little time for delays or errors. Proactive and professional, our team is always raising the bar on professionalism.

We believe that quality, durability, and reliability should come before everything else. We believe that hard work pays off. We believe that our work should last for years to come. After all, there simply are no substitutes for quality work.

Capabilities:

- Carpentry
- Commercial & House Painting
- Commercial & Residential Roof Repair
- Concrete Work
- Countertop Installation
- Door Services
- Flooring Installation
- Gutter Services
- Home Improvement
- Residential & Commercial Plumbing and Electrical Services
- Window Installation
- Custom Home Builder
- Chimney Repair
- HVAC
- Roof Waterproofing
- Remodeling
- Deck Construction
- Home Additions
- Framing
- Patio Construction