



April 28, 2026

To whom it may concern,

Attached in these files you will find temp use permits on behalf of Festival Napa Valley's fundraising events at the following property:

- Festival Napa Valley - Arts for All Gala
 - 8164 St Helena Hwy, Oakville CA 94562
 - Arts for All Gala at Nickel & Nickel, Sunday July 12, 2026 - 5:00pm - 11:00pm
 - Capacity: 420

You will also find maps of the event flow and location of the event on the property. The event will feature a live auction, dinner and musical performance by Wynton Marsalis, ending at 11pm. Tax ID # 26-4008029

All the best,

Cori Fagundes

Assistant Director of Events

Festival Napa Valley 707-342-0153 cori@festivalnapavalley.org



FILE # _____

NAPA COUNTY
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
 1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

APPLICATION FOR A TEMPORARY EVENTS LICENSE

A Tradition of Stewardship
 A Commitment to Service

To be completed by Applicant
 (Please type or print legibly)

Name of Event: Arts for All Gala at Nickel & Nickel Subsequent Event: Yes No
 Date(s) of Event: Sunday July 12, 2026 Previous Temporary Event Date(s): _____
 Time(s) of Event: 5:00pm - 11:00pm Previous License #: _____
 Name of Venue: Nickel & Nickel Winery Assessor's Parcel #(s): _____
 Event Site Address: 8164 St Helena Hwy, Oakville, CA 94562
 Expected Attendance (per day): 420

Applicant's or Organization's Name: Napa Association Napa Valley Contact Person: Cori Fagundes
 Business/Residence Address: _____
 Mailing Address: PO Box 6221 Napa CA 94581
No. Street City State Zip
 Telephone #: 707-342-0153 Fax #: _____ Email Address: cori@festivalnapavalley.org
 Applicant or authorized representative: Cori Fagundes
 Name (please print): Cori Fagundes
 Signature: *Cori Fagundes*
 Title: Assistant Director of Events Date: _____
 Applicant's Legal Nature: Individual Partnership LLC Association
 Corporation Non-Profit, I.D. # 26-4008029 Other _____

Name(s) of Property Owner(s) (or authorized representative): Dana Vivier
 Address (es) of Property Owner(s): 1350 Acacia Dr. Oakville, CA 94562
No. Street City State Zip
 Telephone #: 707-754-4580 Fax #: _____ Email Address: dvivier@farniente.com
 Mailing Address: 1350 Acacia Dr. Oakville, CA 94562
No. Street City State Zip

I hereby give my unconditional consent for all owners or current lessees for the use of my property for the above event and the right of access to the property involved, as are deemed necessary by the Napa County Planning Division for preparation of reports related to this application.

Signature of Property Owner (authorized representative) *Dana Vivier* Date: 4/27/2026

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Zoning District: _____ Category of Event: _____ Existing Use Permit(s) #: _____
 Fees: \$ _____ Receipt: # _____ Received by: _____ Date: _____

NAME OF EVENT SUPERVISOR: Cori Fagundes		
Will the event have any of the following? <input type="checkbox"/> Displays, <input type="checkbox"/> Demonstrations, <input type="checkbox"/> Food tastings, <input type="checkbox"/> Beverages sold (offered for sale or given away), <input checked="" type="checkbox"/> Known person or celebrity appearance, <input type="checkbox"/> Sales, book or other signings, <input checked="" type="checkbox"/> Musical or creative arts presentations.		
Please give a detailed description of event: <u>Festival Napa Valley's Arts for All Gala & Auction. Proceeds from this event provide free and affordable access to world-class performances, public school arts education programs and scholarships to emerging artists. Festival Napa Valley's donors, sponsors and partners to make the arts accessible to all. Thanks to their generosity the Arts for All gala has become wine country for arts education. This year's event will feature a live auction and musical performance by Wynton Marsalis.</u>		
Date(s): <u>7/12</u> Hours: <u>5:00pm - 11:00pm</u> Time of expected Peak Hour: <u>6:00 PM</u>	Maximum Daily Attendance Expected: <u>420</u>	Expected Attendance at Peak Hour: <u>420</u>
Supportive Retail Sales: <input type="checkbox"/> Yes Type: _____ <input checked="" type="checkbox"/> No	Outdoor Amplified Music Proposed? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Will the event utilize caves at any time during the event? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Are there any pending Building Permits? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, # _____	Will Tents, Canopies, Pavilions or Food Booths be used at this Event? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, contact Napa County Fire Marshal 30 days prior to event for License Requirements.	
Existing Use Permit Number(s) (if applicable): _____		

TEMPORARY EVENT SUPPLEMENTAL INFORMATION

1. **Location and number of vehicle parking spaces, method of traffic control.**

- a) Location(s): On Site off Site
- b) Number of Vehicle Parking Spaces: Paved 60 Unpaved 120
- c) Method of Traffic Control: Valet Parking Staff Volunteers
- d) Parking Attendants for traffic control: 1 2 3 4 Specify # 16
- e) A plot plan and verbal description of how off-site parking will be arranged (if applicable):

- f) A letter of permission from Property Owner to use the property where the off-site parking will be located has been submitted: Yes No N/A

2. **If the event is held at a winery or other business, will the site open to the public during the event?**
Yes No

3. **Number of attendees will be controlled by use of:** Number of tickets being sold Other Talley
If other, please explain: _____

4. **Drinking Water Supply and Facilities:**

- Drinking water provided by: Nickel & Nickel Winery, Componere Fine Catering
- Approved on-site system: _____
- Public Water System (name): _____
- Bottled Water: _____

5. **Will food be served at the event?** Yes No If YES, complete the following questions:

- a) Will food vendor donate 100% of net proceeds generated from food sales to a legal non-profit?
 Yes No, if yes, non-profit ID# 26-4008029
- b) Is event a maximum of one day? Yes No

If you answered YES to a) AND b) above, a permit for the temporary food facility IS NOT required from Environmental Health. Facility must operate consistent with guidelines.

If you answered NO, or any portion of the profit will be kept by the vendor OR the event is more than one day, an application for the temporary food facility must be approved and a permit issued by Environmental Health. Contact Environmental Health at (707) 253-4471 or visit www.countyofnapa.org/DEM for an application.

Contact information for person at event with food safety certificate or safe food handling knowledge:
Name: Katie Silverstein Phone: 619-495-9069
Date of Food Safety Certificate, if applicable: _____

Food Preparation and Service (check one):

- By a permitted caterer, who will prepare, serve and be responsible for safe food preparation and handling throughout the event.
Name of Caterer Componere Fine Catering Permit ID # of Caterer PT0309553
 - On-site permitted kitchen _____ Permit ID # of Kitchen _____
- Are there additional food vendors Yes No If yes, provide us with a list of their names and Permit #s. Temporary food facility permit may be required, contact Environmental Health.

6. Sanitation Facilities:

- a) The number of permanent toilet facilities 8 and/or the number of chemical toilets available in the area of the event for guest use?
- b) Company providing the chemical toilets: The Posh Privy & Pacific Sanitation. One 6 stall resto stall trailer, and one ADA + 2 stall trailer. Giving us a total of 19 toilets

7. Provisions for cleanup of trash and recyclables, the premises and removal of recyclables and non-recyclables:

- a) Number of receptacles to be provided for trash 30
- b) Describe location where these receptacles will be placed Throughout the event spaces and BOI areas. Trash & Recycling will be managed by the catering and winery staff.
- c) Number of clearly labeled receptacles to be provided for recyclables 30
(Recycling receptacles should always be placed next to a trash receptacle and near beverage areas.)

8. Medical Facilities and Services:

- First Aid kit available Yes No
- Staff trained in First Aid available Yes No
- Capabilities of contacting 911 in an emergency Yes No

9. Fire Protection Facilities and Procedures:

- Fire Extinguishers available Yes No
- Staff trained in Fire Procedures Yes No

10. Building Safety:

Will any part of the event take place in a building(s) that are under construction and/or within a cave(s)?
 Yes No

If yes, please include a floor plan showing the areas of the building(s) and/or cave(s) where event will take place.

- 11. Security Protection Company hired:** Yes No
 If yes, name of company: Triumph Protection Group

- 12. Dust Control:** Yes No

- 13. Premises Illuminated:** Yes No

- 14. Will Event take place over night:** Yes No
 - a) Arrangements for illuminating the premises have been made: Yes No
 - b) If yes, explain: _____
 - c) What arrangements for camping or similar facilities are being made: _____

- 15. Insurance attached and approved by Risk Management:** Yes No
(NOTE: Insurance subject to final review by Risk Manager and could result in delay, or cancelation of event).

- 16. Defense and Indemnification Statement has been read, signed and attached:** Yes No

DEFENSE AND INDEMNIFICATION STATEMENT

I HEREBY AFFIRM THAT I HAVE READ THE TEMPORARY EVENTS MANUAL AND STATE THAT THE INFORMATION PROVIDED WITH THE APPLICATION IS CORRECT. I AGREE TO COMPLY WITH ALL CONDITIONS ATTACHED TO THIS LICENSE, COUNTY ORDINANCES AND STATE LAWS RELATED TO CONDUCTING THE ACTIVITIES DESCRIBED IN THE APPLICATION. I AGREE TO DEFEND, INDEMNIFY AND HOLD THE COUNTY OF NAPA AND EACH AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO THE EXTENT SUCH ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS BY ME OR AUTHORIZED PARTICIPANTS OR ATTENDEES AT THE TEMPORARY EVENT.

Celi Fagundes

SIGNATURE OF APPLICANT (or authorized representative)
(Required)

4/15/2026

DATE

Dana Unier

SIGNATURE OF PROPERTY OWNER (or authorized representative)
(Required)

4/27/2026

DATE

PLEASE ATTACH YOUR CERTIFICATE OF INSURANCE TO THIS DOCUMENT

FOR OFFICE USE ONLY

DATE SUBMITTED: _____

FILE NUMBER: _____



FILE # _____

NAPA COUNTY
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
 1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

A Tradition of Stewardship
 A Commitment to Service

FEE WAIVER REQUEST FORM

To be completed by Applicant
 (Please type or print legibly)

Applicant Name: Arts for All Gala at Nickel & Nickel

Date of Fee Waiver Application: 4/15/2026

Date(s) of Event: Sunday July 12, 2026 5:00pm - 11:00pm

Location of Event: Nickel and Nickel Winery

Contact Person: Cori Fagundes Phone #: 707-342-0153

Please complete the following questions:

1. Our organization is a qualified non-profit corporation, incorporated pursuant to the Non-Profit Corporation Law.

- Yes Tax ID #: 26-4008029
 No

2. Our organization will advance one or more of the following public policies: (please check at least one box)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Public Education | <input type="checkbox"/> Human Resource Development |
| <input type="checkbox"/> Public Safety | <input type="checkbox"/> Environmental Policy |
| <input type="checkbox"/> Social Welfare | <input type="checkbox"/> Other: Public _____ |
| <input type="checkbox"/> Public Health Care | |

3. Approval of the fee waiver is in the public interest and creates a public benefit because:
Festival Napa Valley provides public benefit because monies raised through our fundraising effort right back into the community. Providing free and affordable access to world class performance programs and performances and scholarships to emerging artists.

Example: Approval of the fee waiver is in the public interest and creates a public benefit because this event and the dollars raised will allow our chartered school, which is operating under the Napa Valley Unified School District, to continue offering after school programs, music, art and other core subject support and enrichment programs.

4. A non-profit organization applying for a Fee Waiver shall indicate what percentage 100 % or dollar amount \$ _____ of the proceeds of this event will be donated for the public benefit of the citizens of Napa County.

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Fee Waiver Approved By: _____ Date of Fee Waiver Approval: _____

Applicant Notified of Approval on: _____ T.E. Application Submitted on: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services, LLC 8950 Cal Center Drive Building 3, Suite 200 Sacramento CA 95826	CONTACT NAME: Alyssia Naples PHONE (A/C, No, Ext): 916-609-8371 E-MAIL ADDRESS: anaples@iwins.com	FAX (A/C, No): 916-609-8371
	INSURER(S) AFFORDING COVERAGE	
License#: 0B01094 NAPAVAL-06	INSURER A: Nonprofits' Insurance Alliance of California	NAIC # 11845
INSURED Napa Valley Festival Assoc. 1350 Treat Blvd Ste 430 Walnut Creek CA 94597	INSURER B: Evanston Insurance Co.	NAIC # 35378
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 332582884

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> -0- deductible <input checked="" type="checkbox"/> Abuse & Molest. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01CP0000115768	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse (ISC) \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01CP0000115768	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0-			01ub0000115778	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Property Coverage Excess Over Primary -0- retention Excess			01CP0000115768 EZXS3216314	9/30/2025 9/30/2025	9/30/2026 9/30/2026	Lighting Equipment \$10,000 Excess Occurrence 4,000,000 Excess Aggregate 4,000,000


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

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

The excess coverage is 'follow form' to the underlying insurance, General Liability and Liquor Liability only subject to the express specific terms, conditions, definitions, and exclusions of the excess policy.

Re: Nickel & Nickel, 8164 St Helena Hwy, Oakville CA 94562 on Sunday July 12, 2026.
 County of Napa, its officers, employees, agents & volunteers

CERTIFICATE HOLDER**CANCELLATION**

County of Napa, its officers, employees, agents & volunteers 1195 Third Street, Room 210 Napa CA 94559	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI - DESIGNATED PERSON OR ORGANIZATION - CM

This endorsement modifies insurance provided under the following:

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM (CLAIMS MADE)

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person, entity or organization that you are required to add as an additional insured for claims of "improper sexual conduct" or "physical abuse" under a written contract or agreement currently in effect or becoming effective during the term of this policy.

Section 4 – Who Is An Insured is amended to include as an additional insured the person, entity or organization shown in the Schedule, but only with respect to liability for "bodily injury", arising from "improper sexual conduct" or "physical abuse" caused solely by your operations; which "bodily injury" is caused by an act of "improper sexual conduct" or "physical abuse" committed within the coverage territory and which act of "improper sexual conduct" or "physical abuse" first takes place on or after the Retroactive Date shown in the Declarations but prior to the end of the term of the policy to which this endorsement is attached and which "claim" or "suit" is reported to us during this policy's period or within an extended reporting period, if any.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Napa Valley Festival Association
Endorsement Effective Date: 09/30/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy.
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI - PRIMARY AND NON-CONTRIBUTARY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease, or agreement currently in effect, or becoming effective during the term of this policy
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations under written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – LIQUOR LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

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

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