

LICENSE AGREEMENT FOR SIGN WITH HOTEL VERMONT
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and 41 CHERRY ST., LLC d/b/a HOTEL VERMONT, a commercial establishment located at 41 Cherry Street, Burlington, Vermont (hereinafter HOTEL VERMONT or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 41 Cherry Street and

WHEREAS, HOTEL VERMONT stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a monument sign on the public right-of-way directly in front of 41 Cherry Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, HOTEL VERMONT has stated in its permit application that there are no physical barriers around the sign and it will cover a 19.54 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and HOTEL VERMONT enter into the following License Agreement:

1. TERM

The CITY grants to HOTEL VERMONT (hereinafter LICENSEE) a license to erect and maintain a sign covering an area of 19.54 sq. ft on the public right-of-way at 41 Cherry Street for a term commencing as of the date of execution of this Agreement and terminating

on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may erect, use and maintain a sign in the public right-of-way (hereinafter referred to as the premises) for advertising and other purposes. It must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan and photos are attached hereto as Exhibit C1-C4.

3. MAINTENANCE

- a. LICENSEE shall maintain the sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to it is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The sign shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The sign shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.
- e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the

CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the sign.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

By: _____

Miro Weinberger, Mayor
Duly Authorized

41 CHERRY ST., LLC
d/b/a HOTEL VERMONT

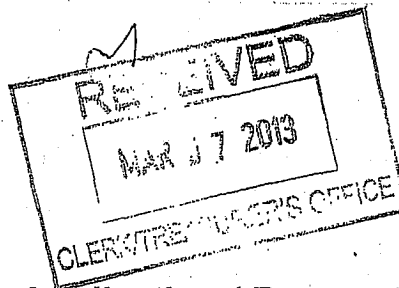
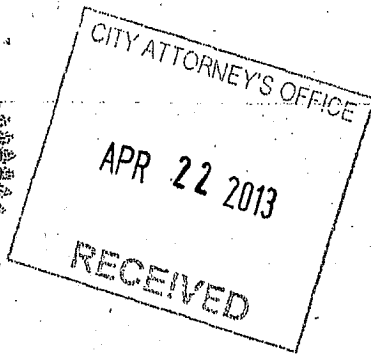
Witness

By: _____

Duly Authorized

Witness

1b/c: GM 2013/License Agree for Encumbrance – HOTEL VERMONT, 141 Cherry St. (Sign) 2013
4/29/13



OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance Application / Renewal

DBA NAME: HOTEL VERMONT
CONTACT NAME: JAY CANNING
MAILING ADDRESS: 25 CHERRY ST.
BURLINGTON, VT
05401

DATE: MARCH 6, 2013
PHONE: 238-6284
FAX: 862-1179
EMAIL: JAY.CANNING@COMCAST.NET

DBA NAME: HOTEL VERMONT
COMPANY: 41 CHERRY ST. LLC

LOCATION OF ENCUMBRANCE: 41 CHERRY STREET

APR 22 2013

RECEIVED

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: ① 5'7" X 3'6" X 18" MONUMENT SIGN 20.3 SF
RESEARCHING PROTECTIVE BASE PER RON GORE.
② THREE FLAG POLES PROTECTING OVER SIDEWALK
APPROXIMATELY 8' X 4" MAX WIDTH 6 SF

Total Square Feet (\$1.00 per SF): 26.3 SF

PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$51.30

Signature: [Signature] Date: 3/6/13

For office use only: Amount received \$ 51.30 on 3/21
Sent to DPW: 3/21 Sent to Attorney: _____

Check # _____

Exhibit A



OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

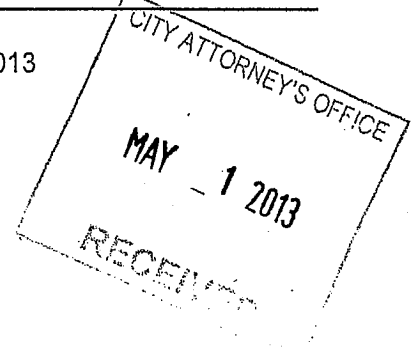
ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: Hotel Vermont
COMPANY: 41 Cherry Street LLC
LOCATION: 41 Cherry Street
MAILING ADDRESS: Joe Carton

DATE: Wednesday, May 1, 2013

PHONE: 316-2960

FAX:



RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: SEE ATTACHED SHEET

4. A 26 square foot placement of 1: 5'X7" X 3'6" X 18" MONUMENT SIGN 20.3 SF RESEARCHING PROTECTION BASE PER RON GORE

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain: SEE ATTACHED DESCRIPTION/REMARKS

Signature

Ron Gore

Date:

05/02/13

Exhibit B-1



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY

Steven Goodkind, P.E.
DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

HOTEL VERMONT ENCUMBRANCE REQUEST / DESCRIPTION / REQUIREMENTS

- 1) FREE STANDING SIGN, MOUNTED ON GREENBELT AREA (ON PAVERS)
MOUNTED A MINIMUM OF 4' EAST OF CURB TO MAINTAIN A LINE OF SIGHT OF
ONCOMING VEHICLES TRAVELING WEST ON CHERRY STREET, FOR VEHICLES
EXITING THE HOTEL PAKING GARAGE 19.54 S.F.

- 2) HOTEL SIGN MOUNTED FLUSH ABOVE ENTRY DOORWAY, NOT ABOVE
SIDEWALK
- 3) FREESTANDING SANDWICH BOARD TYPE SIGN FOR NOTIFICATION OF DROP
OFF AREA. WILL REQUIRE A SANDWICH BOARD PERMIT ISSUED BY DPW
- 4) GARAGE SIGN MOUNTED ABOVE ENTRANCE TO LAKEVIEW PARKING GARAGE,
NOT ABOVE SIDEWALK
- 5) FLAGS (3) MOUNTED ON BUILDING (MINIMUM OF 7' ABOVE SIDEWALK) NOT
TO ABSTRACT PARKING GARAGE ENTRANCE SIGN. 2.0 S.F.
- 6) LOGO FOR RESTAURANT, FLUSH MOUNTED ABOVE ENTRANCE, NOT ABOVE
SIDEWALK
- 7) CANOPY ABOVE ENTRY DOOR, 15' X 48' 720 S.F.

*Covered in ground
Lease*

ITEMS # 1, 5 & 7 ARE ABOVE THE SIDEWALK AREA, AND CALCULATED AS PART OF
THE ENCUMBRANCE AREA.

TOTAL SQUARE FOOTAGE - 741.54 S.F.

ITEMS # 2, 4 & 6 ARE RECESSED AND NOT ABOVE THE SIDEWALK AREA

ITEM # 3 WILL REQUIRE A SANDBOARD APPLICATION FROM DPW

CITY ATTORNEY'S

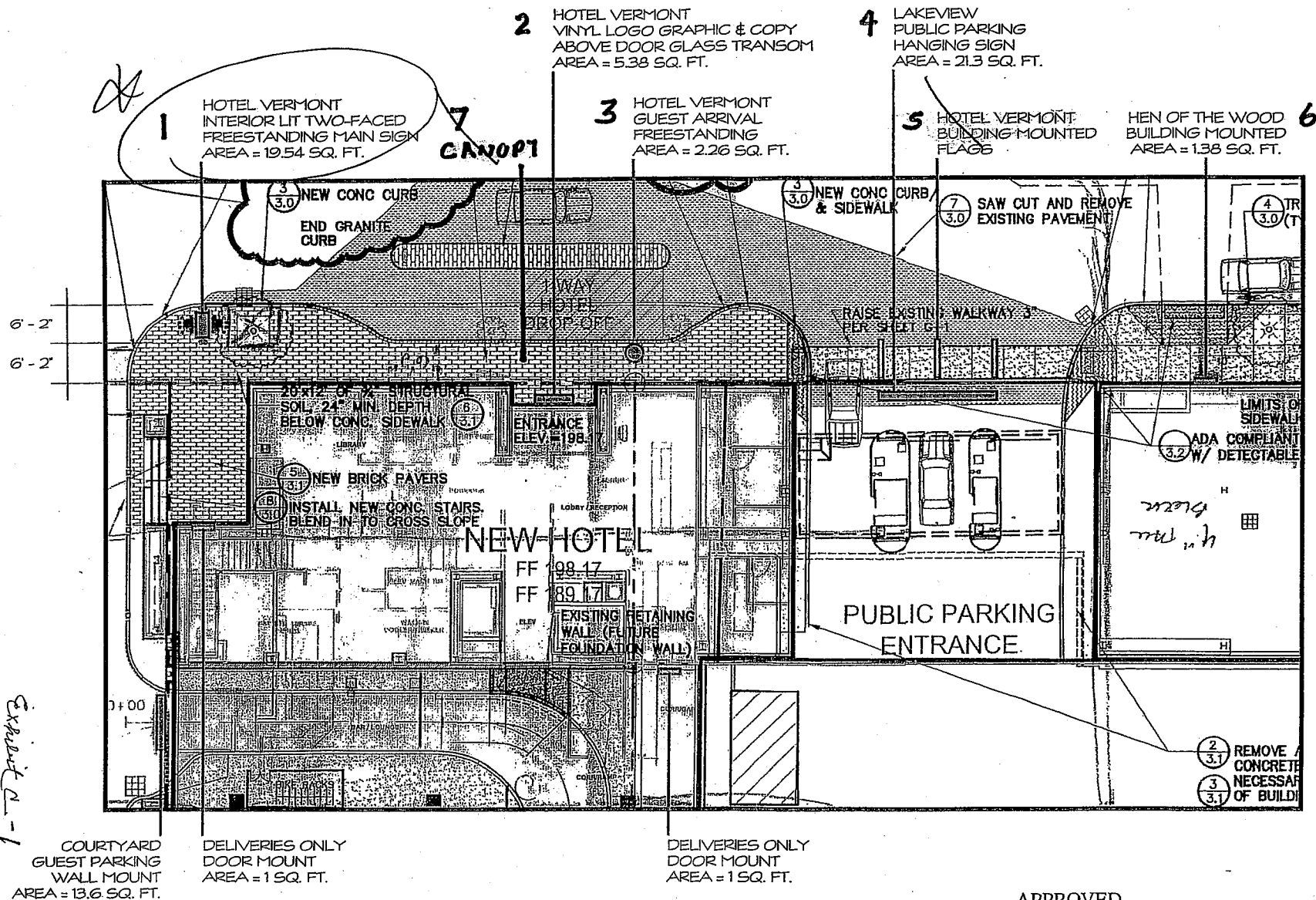
MAY 2 2013

RECEIVED

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an
accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

Exhibit B-2



notes

955

EXTERIOR SIGNS
SITE PLAN

EXTERIOR MOUNT -
AS NOTED

QTY = AS NOTED;
SEE INDIVIDUAL
DRAWINGS
FOR DETAILS

CITY ATTORNEY'S OFFICE

MAY 2 2013

RECEIVED

client

HOTEL VERMONT

<i>scale</i>

NTS

<i>file name</i>

EXT SIGNS
SITE PLAN R2

<i>date</i>

02/05/13

drawing

JMHD

SPARKY POTTER
DESIGN GROUP

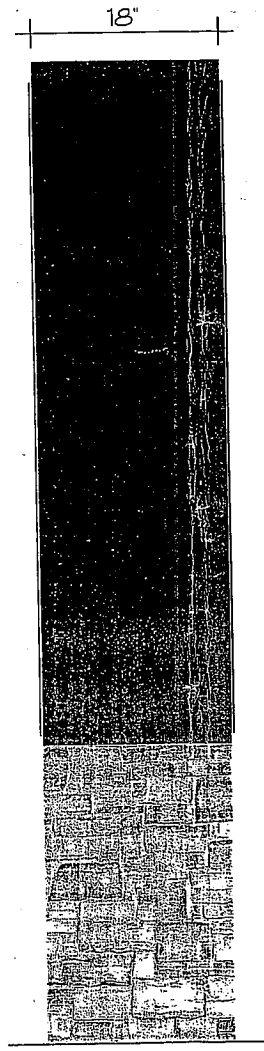
WOOD & WOOD

DESIGN • SIGN SYSTEMS
INTERIORS • DECORATIVE ARTS
98 CARROLL ROAD
WAITSFIELD, VERMONT 05673



802-496-3000
802-496-7916 FAX
woodwood@madriver.com

APPROVED
DATE



SIDE PROFILE

STONE BASE TBD

INTERNALLY LIT METAL CABINET
PAINTED STEEL TUFF 316 WARM BROWN
(BURKE INDUSTRIAL COATINGS)
WITH STENCIL CUT COPY

3M TRANSLUCENT SILVER VINYL (230-121)
APPLIED TO CLEAR OR WHITE ACRYLIC BACKGROUND
MOUNTED ON INSIDE OF METAL CABINET

1/4" THICK BY 3/4" WIDE ALUMINUM
OR STAINLESS STEEL LINE BARS
(APPROX. GOLDEN RATIO)

APPROVED _____
DATE _____

notes

955

MAIN
FREESTANDING
MONOLITH SIGN

EXTERIOR
GROUND MOUNT

AREA = 19.54 SQ. FT.
EXCLUDING
STONE BASE

QTY = ONE
TWO-FACED

client

HOTEL VERMONT

scale

1" = 1' - 0"

file name

MONOLITH R6

date

02/05/13

drawing

JMHD

**SPARKY POTTER
DESIGN GROUP**

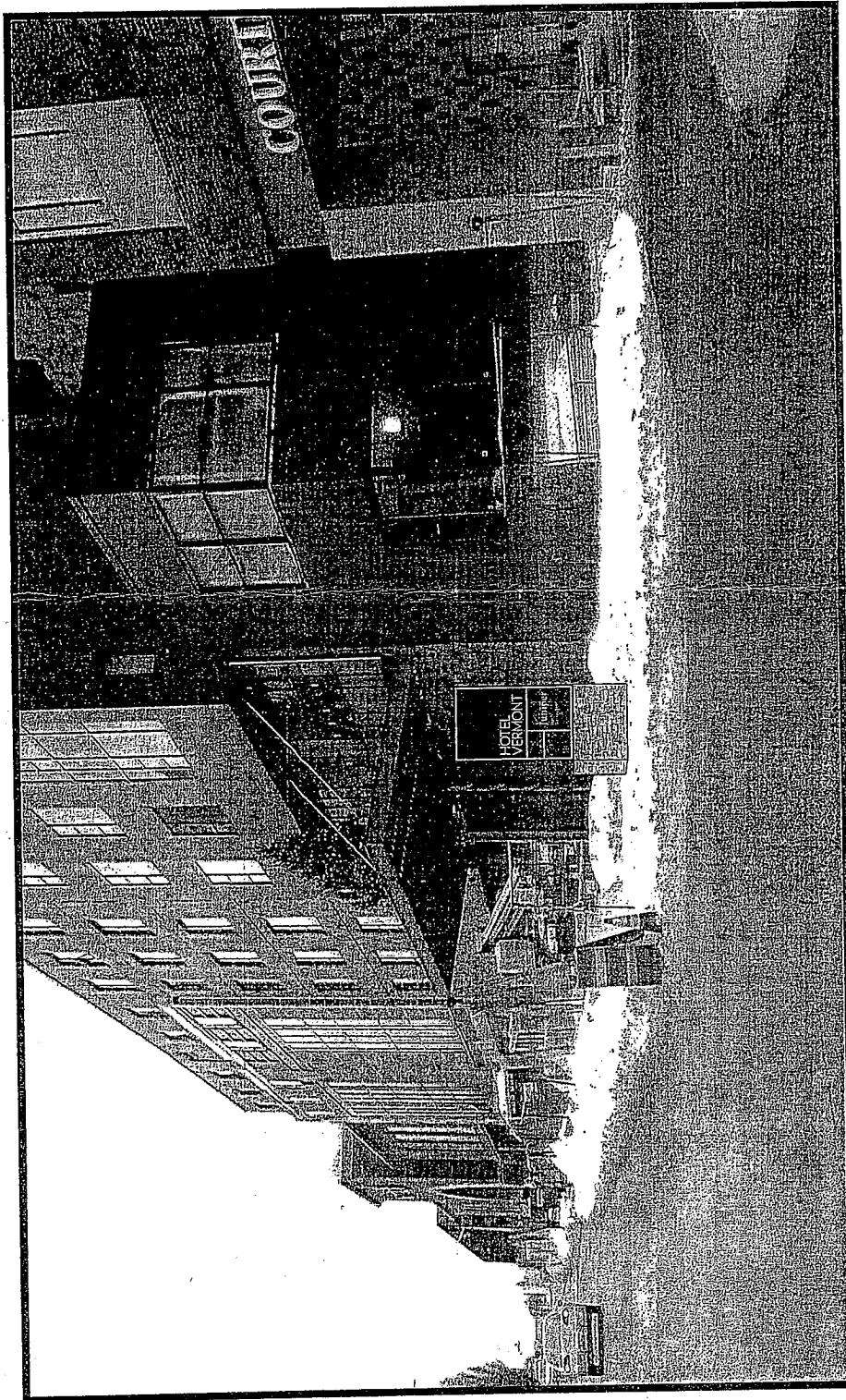
WOOD & WOOD

DESIGN • SIGN SYSTEMS
INTERIORS • DECORATIVE ARTS
98 CARROLL ROAD
WAITSFIELD, VERMONT 05673



802-496-3000
802-496-7916 FAX
woodwood@madriver.com

EXHIBIT C-2



notes

955

PHOTOSHOP 1

FREESTANDING
MONOLITH SIGN

EXTERIOR
GROUND MOUNT

QTY = ONE
TWO-FACED

client

HOTEL VERMONT

scale

NTS

file name

MONOLITH PS 1R3

date

02/05/13

drawing

JH-D

SPARKY POTTER
DESIGN GROUP

WOOD & WOOD

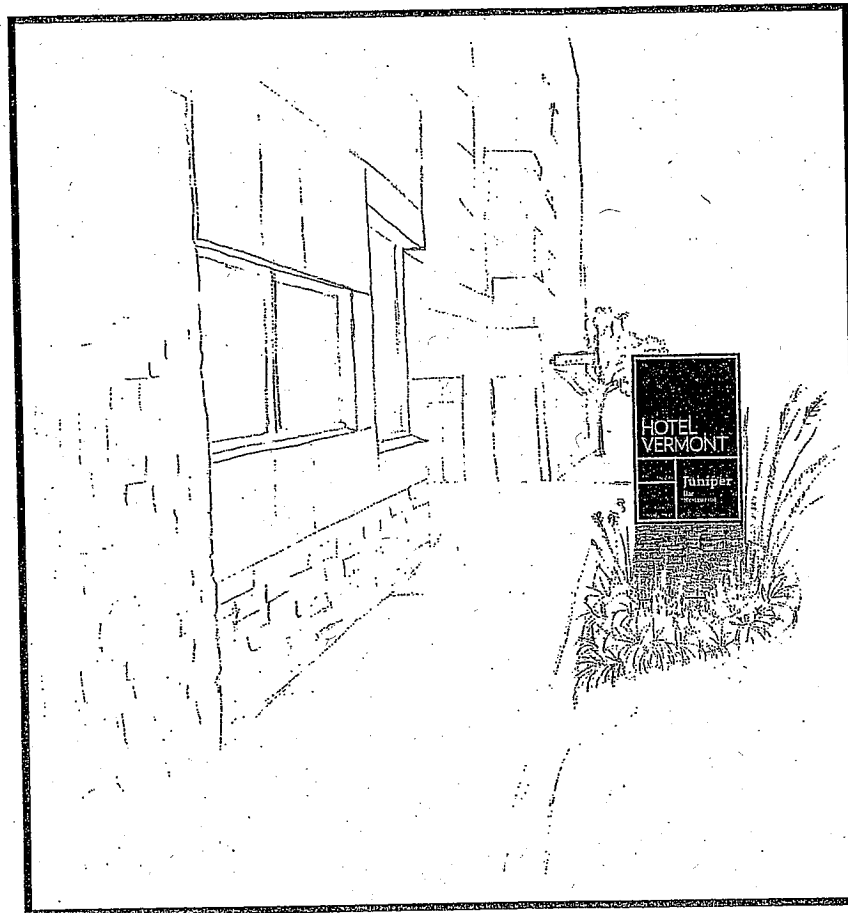
DESIGN • SIGN SYSTEMS
INTERIORS • DECORATIVE ARTS
34 CARROLL ROAD
WAITFIELD, VERMONT 05673



802-496-3000
802-496-7916 FAX
woodwood@madriver.com

APPROVED
DATE

Exhibit C-3



notes

955

PHOTOSHOP 3

FREESTANDING,
MONOLITH SIGN

EXTERIOR
GROUND MOUNT

QTY = ONE
TWO-FACED

client

HOTEL VERMONT

scale

NTS

file name

MONOLITH PS 3 R3

date

02/28/13

drawing

JMHD

**SPARKY POTTER
DESIGN GROUP**

WOOD & WOOD

DESIGN • SIGN SYSTEMS
INTERIORS • DECORATIVE ARTS

92 CARROLL ROAD
WAITSFIELD, VERMONT 05675



802-496-3000

802-496-7916 FAX

woodwood@madriver.com

APPROVED
DATE

Exhibit 2-4



41CHERR-01

LSM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2013

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 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 Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064	(802) 658-3500	CONTACT NAME: Laureen Mathon PHONE (A/C, No, Ext): (802) 383-1642 FAX (A/C, No): E-MAIL ADDRESS: lmathon@hbinsurance.com
INSURED 41 Cherry St LLC dba Hotel Vermont Holdings 25 Cherry St Burlington, VT 05401-		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X			6/13/2012	6/13/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ EXCLUDED
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re: Hotel Vermont, 41 Cherry St., Burlington, Vermont.

City of Burlington is included as additional insured per attached form CG 20 12 07 98 and the terms and conditions of the general liability policy. 15 Days notice of cancellation will be provided for nonpayment and 60 days for any other reason.

CERTIFICATE HOLDER

CANCELLATION

City Of Burlington
City Hall
149 Church Street
Burlington, VT 05401-

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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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Exhibit D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
DELUXE PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The CANCELLATION Common Policy Conditions
– Deluxe is replaced by the following:

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. Cancellation Of Policies In Effect For Less Than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 60 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation Of Policies In Effect For 60 Days Or More.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 60 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

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

EXhibit E

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NN255131

ENDORSEMENT # 1

Named Insured: 41 CHERRY STREET LLC
DBA HOTEL VERMONT HOLDINGS

Agency # 1804 - 00

Risk Placement Services, Inc.
P.O. Box 1518
Portland, ME 04102

Endorsement Effective Date: 04/18/2013

GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT
FORM CG 20 12 07 98 IS ADDED PER THE ATTACHED;

Tax & Fee Schedule

\$

PREMIUM: ☒ None ☐ AP ☐ RP \$

Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

Portland, ME
04/22/13 MD

S901 (01/97)



Countersignature or Authorized Representative, whichever is applicable

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. Any WHEN WE DO NOT RENEW Common Policy Conditions - Deluxe is deleted.

The following Conditions are added:

1. WHEN WE DO NOT RENEW

- a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 60 days before the:

- (1) Expiration of the policy; or
- (2) Anniversary date of this policy if this policy has been written for a term of more than one year.

- b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or

- (4) If any property covered in this policy is insured under any other insurance policy.

2. RENEWAL

- a. If we:

- (1) Elect to renew this policy; and
- (2) Have the necessary information to issue a renewal policy,

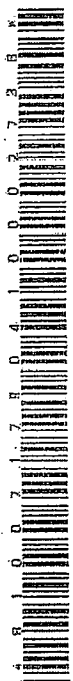
we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.

- b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:

- (1) In effect under the expiring or expired policy; or
- (2) In effect on the expiration date, that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.



POLICY NUMBER: NN255131

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 12 07 98

**ADDITIONAL INSURED -
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

CITY OF BURLINGTON
CITY HALL
BURLINGTON, VT 05401

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

Section II - Who Is An Insured is amended to include as an insured any state 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 political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NN255131

ENDORSEMENT# 1

Named Insured: 41 CHERRY STREET LLC,
DBA HOTEL VERMONT HOLDINGS

Agency # 1804 - 00

Risk Placement Services, Inc.
P.O. Box 1518
Portland, ME 04102

Endorsement Effective Date: 04/18/2013

GENERAL CHANGE ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT
FORM CG 20 12 07 98 IS ADDED PER THE ATTACHED;

Tax & Fee Schedule

\$

PREMIUM: ☒ None ☐ AP ☐ RP \$

Total Taxes & Fees \$

TOTAL PREMIUM DUE \$

All other Terms and Conditions of the Policy remain unchanged.

Portland, ME
04/22/13 MD
S901 (01/97)



Countersignature or Authorized Representative, whichever is applicable

