

**LICENSE AGREEMENT FOR TABLES AND CHAIRS
AND POTTED PLANTS WITH NEW MOON CAFÉ
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 150 CHERRY STREET, INC. d/b/a NEW MOON CAFÉ, a commercial establishment located at 150 Cherry Street, Burlington, Vermont (hereinafter NEW MOON CAFÉ or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 150 Cherry Street; and

WHEREAS, NEW MOON CAFÉ stated on its application (attached hereto as Exhibit A) that it wishes to place 3 tables with 6 chairs on the sidewalk area in front of the building at 150 Cherry Street; and

WHEREAS, NEW MOON CAFÉ stated on its application that it wishes to place 2 potted plants alongside the stated tables and chairs within the stated area of operation; and

WHEREAS, NEW MOON CAFÉ has stated in its permit application that the tables and chairs and potted plants will be situated in front of the café and will cover a total area of 133 square feet; 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;

WITNESSETH:

The CITY and NEW MOON CAFÉ enter into the following License Agreement:

1. TERM

The CITY grants to NEW MOON CAFÉ (hereinafter LICENSEE) a license to place 3 tables with 6 chairs and 2 potted plants covering an area of 133 sq. ft. in front of 150 Cherry Street on the public right-of-way 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. LOCATION

LICENSEE may use and maintain the tables and chairs and potted plants on the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverage. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The tables and chairs and potted plants are to be placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

a. LICENSEE shall maintain the tables and chairs and potted plants in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and potted plants and any damage to the tables and chairs and potted plants is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs and potted plants, 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 tables and chairs and potted plants shall be placed in accordance with all conditions set by the Department of Public Works (attached hereto as Exhibit B) and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.
- d. The tables and chairs and potted plants 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 tables and chairs and potted plants. 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 tables and chairs and potted plants 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 tables and chairs and potted plants.

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.

12. This License Agreement supersedes all other License Agreements executed for this

location.

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

150 CHERRY STREET, INC
d/b/a NEW MOON CAFÉ

Witness

By: _____
Duly Authorized

1b/c: GM 2013/License Agree for Encumbrance – NEW MOON CAFÉ, 150 Cherry St. (Tables, Chairs & Plants) 2013
5/13/13



CITY ATTORNEY'S OFFICE
APR 22 2013
RECEIVED

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

Effective 04/30/2013 - 04/30/2014

Eileen Beer
New Moon Cafe
150 Cherry St.

DATE: Tuesday, February 5, 2013
PHONE: 383-2676 (518) 726-0270
FAX: 383-2675
EMAIL:

CITY ATTORNEY'S OFFICE
APR 22 2013
RECEIVED

~~DBA NAME: New Moon Cafe~~

COMPANY: 150 Cherry Street Inc.

LOCATION: 150 Cherry St.

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):

Placement of Encumbrance: ³ tables and ~~2~~ potted plants in front of 150 Cherry Street. 25' x 5' area for tables; 2 2'x2' areas for plants

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): ~~02~~ 133

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: _____

Signature _____

Eileen Beer

Date _____

Feb 14 / 13

For office use only: Amount received \$ 158.00 on 2/20 Check # 7038

Sent to Attorney: 4/22

Exhibit A



Amy Bovee
Executive Secretary
Office of the Clerk/Treasurer
149 Church Street
Burlington, VT 05401

Dear Amy,

Attached is all documentation for the encumbrance permit outside New Moon. Based on our experience of last summer we have altered our dimensions slightly to reflect a 25' long x 5' wide rectangle (new dimensions) at curbside (like last year). We are hoping we can have three tables rather than the two we've had in the past. We have also remeasured the squares for two small plants at our front door to cover 2' x 2' for one at each side of our alcove. That is sufficient for the size plants we have used!

We have altered the enclosed fee to reflect the above "real estate". Please call me with any questions. 518-726-0270.

Thank you so much.

Best regards,

A handwritten signature in black ink, appearing to read "Eileen Beer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Eileen Beer



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: New Moon Cafe

DATE: Wednesday, February 20, 2013

COMPANY: 150 Cherry Street Inc.

PHONE: 383-2676 (518) 726-0270

LOCATION: 150 Cherry St.

FAX: 383-2675

MAILING ADDRESS: Eileen Beer
150 Cherry St.

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: TABLES / CHAIRS NEXT TO BUILDING

4. A 133 square foot placement of 25' x 5' area for 3 tables with chairs. 2 2'x2' areas for potted plants. at 150 Cherry St.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes

No

Explain: PEDESTRIAN ROW TO BE 5' WIDE

Signature

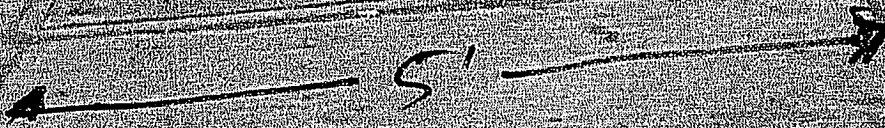
Ron Gore

Date:

02/25/13

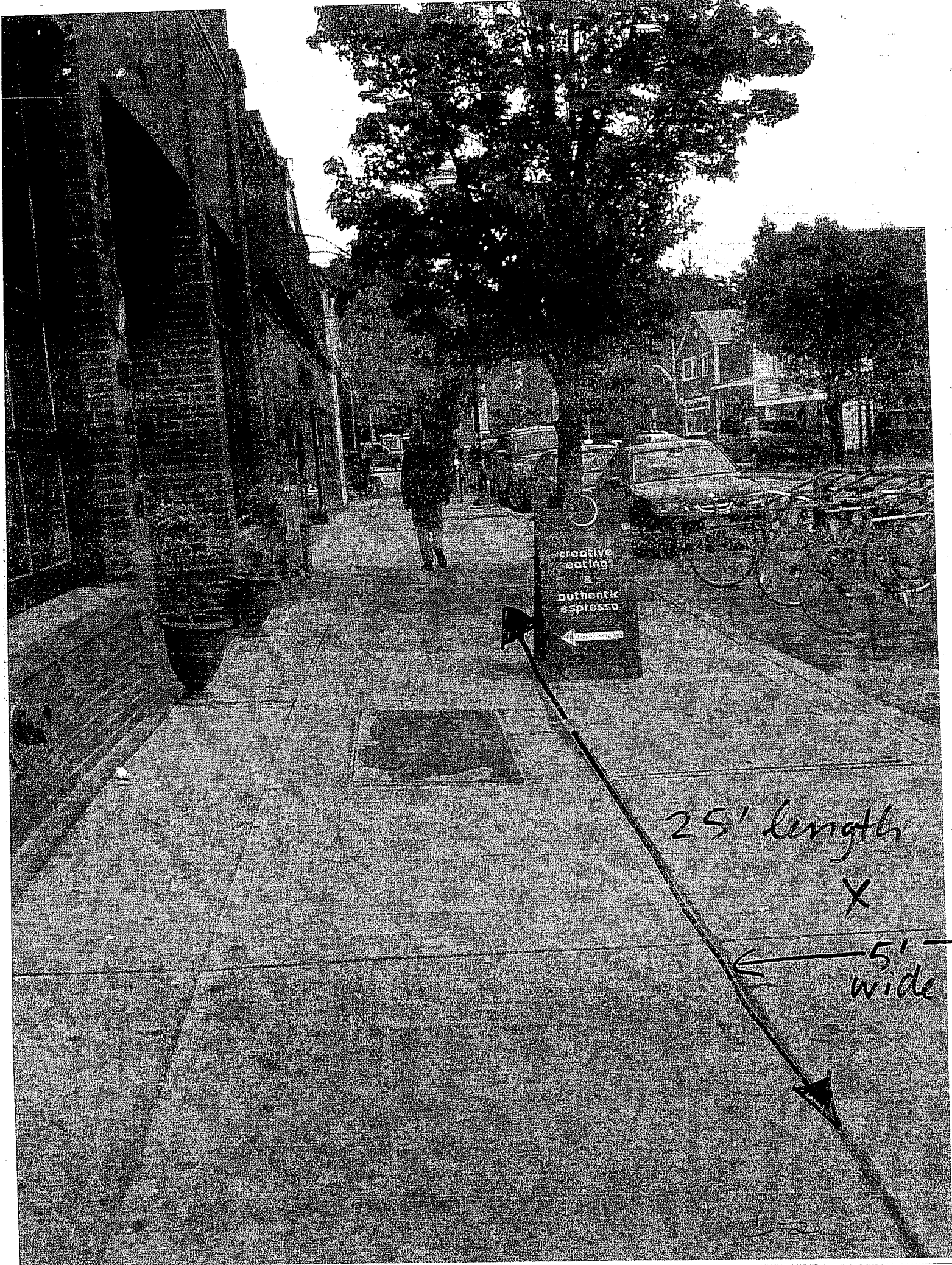
Exhibit B

creative
eating
&
authentic
espresso



Expenditure





creative
eating
&
authentic
espresso

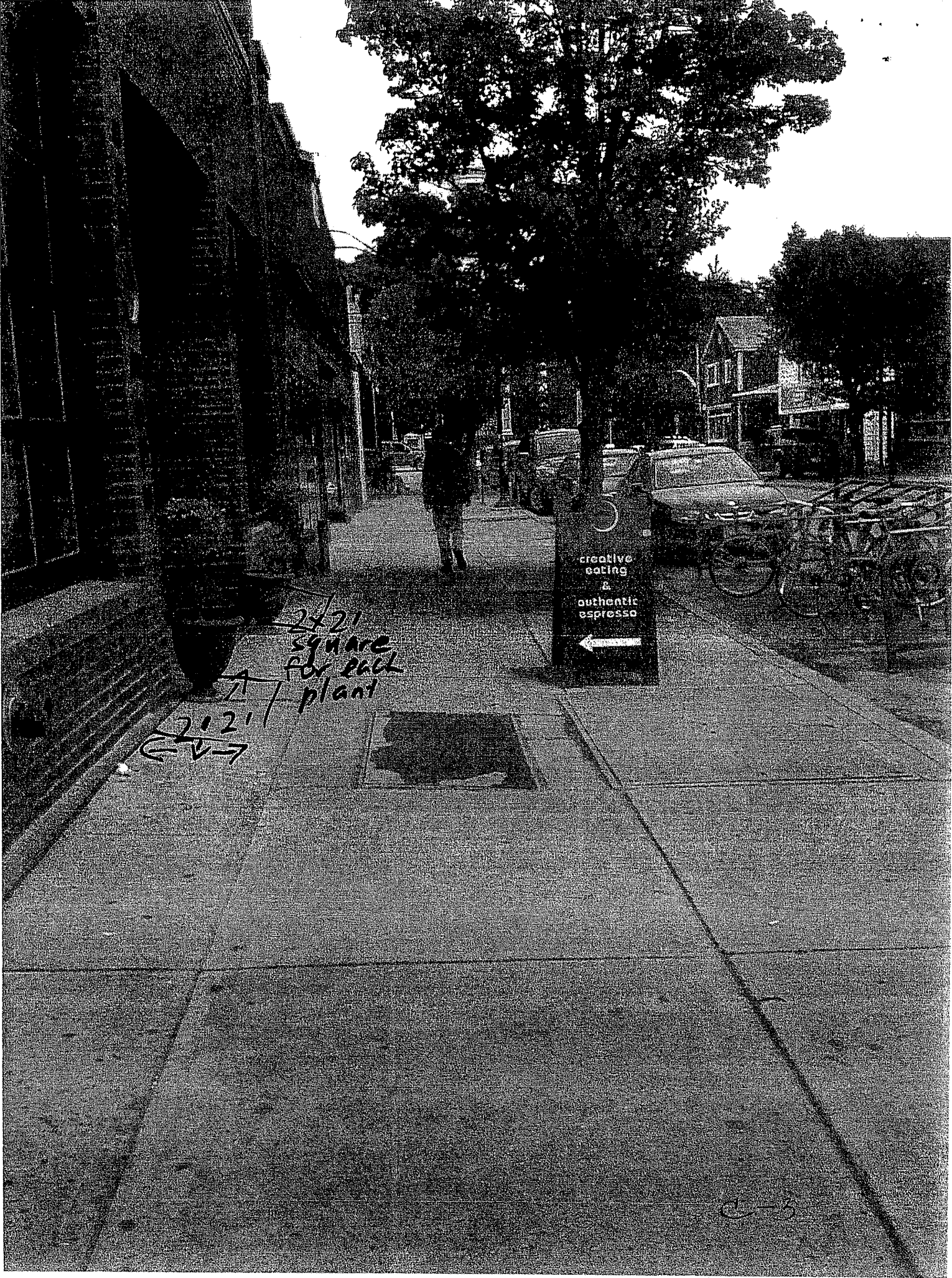


25' length

X

5'
wide

C-2



2x2'
square
for each
plant

2x2'
← →

creative
eating
&
authentic
espresso



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2013

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 Smith, Bell & Thompson, Inc. 40 Main St., Suite 500 P.O. Box 730 Burlington, VT 05402-0730	CONTACT NAME: PHONE (A/C, No, Ext): 802.658.4600 FAX (A/C, No): 802.658.6191 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED 150 Cherry Street, Inc. DBA: New Moon Cafe of Burl. 150 Cherry Street Burlington, VT 05401	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Co.</td> <td>10677</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Co.	10677	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** City of Burlington **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			CPP0898930/CPA0898930	01/12/2013	01/12/2014	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB							\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	<input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				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)

City of Burlington is included as Additional Insured with regards to General Liability.

CERTIFICATE HOLDER FAX: 802.865.7014 City of Burlington Clerk Treasurer Office Encumbrance Application Department 149 Church Street Burlington, VT 05401	CANCELLATION 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 John St. Louis
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Exhibited

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
CLAIMS-MADE CONTRACTORS ERRORS AND OMISSIONS COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME AND FIDELITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART
HOLE-IN-ONE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

- A. The Cancellation Common Policy Condition 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 45 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 cancella-

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Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission.

tion if we cancel for nonpayment of premium; or

- b. By mailing or delivering at least 45 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 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** Condition 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 45 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.

THE CINCINNATI INSURANCE COMPANY
GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Attached to and forming part of Policy No. CPP 0898930

Issued to: 150 CHERRY STREET INC DBA NEW MOON CAFE OF BURLINGTON

Effective Date of Endorsement 03/05/2013

Agency: SMITH BELL & THOMPSON INC 44-002

Subsequent Flat Installments Increased by
Revised Installment Payments (Not Including Auto Premium)

First Installment	Remaining Installment(s)
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AMENDING GA501 INCLUDE 29954 AS FOLLOWS:
ADDITIONAL INSURED .29954

ADDING GA4084

User ID: DPENDLE

Activity Date: 04/02/2013

Ratebook: 01/01/2013 (VT)

Quote Number: 1357210

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

IA 407 09 09

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 Person or Organization:

CITY OF BURLINGTON
CLERK TREASURER OFFICE
ENCUMBRANCE APPLICATION DEPARTMENT
149 CHURCH STREET
BURLINGTON VT 05401

- A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations or premises owned by or rented to you.
- B. The following exclusion is added to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:
- The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:
- Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
- As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance; or
 - For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.