

1
2 **Resolution Relating to**

3
4
5 AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
6 TO ERECT AND MAINTAIN A CANOPY AND LAMP
7 EXTENDING OVER A PORTION OF THE CITY'S RIGHT-OF-WAY
8 WITH COMPUTERS FOR CHANGE
9
10
11

RESOLUTION _____
Sponsor(s): Councilors Blais,
Tracy, Ayres: License Com. _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

12 **CITY OF BURLINGTON**

13
14 In the year Two Thousand Thirteen.....

15 Resolved by the City Council of the City of Burlington, as follows:

16
17 That WHEREAS, COMPUTERS FOR CHANGE d/b/a COMPUTERS of Burlington,
18 Vermont (hereinafter COMPUTERS) is an establishment doing business in a commercial
19 building located at 196 College Street in the City of Burlington, Vermont; and

20 WHEREAS, COMPUTERS desires to erect and maintain a canopy and lamp extending
21 over a portion of the public right-of-way in front of its establishment at 196 College Street; and

22 WHEREAS, COMPUTERS wishes to enter into a License Agreement with the City for
23 such canopy and lamp; and

24 WHEREAS, the placement of the respective canopy and lamp have been reviewed and
25 approved by the Department of Public Works with conditions to address public safety concerns;
26 and

27 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of
28 Ordinances Sec. 27-32 require authorization by the City Council for such use of a public
29 thoroughfare for periods in excess of thirty (30) days;

30 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes
31 COMPUTERS to erect and maintain a canopy and lamp covering an area of 19 sq. ft. extending
32 over a portion of the public right-of-way adjacent to its establishment at 196 College Street as
33 indicated in and pursuant to its License Agreement upon entering into the License Agreement in
34 substantially the form attached hereto; and

35 BE IT FURTHER RESOLVED that Mayor Weinberger be and hereby is authorized to
36 execute a License Agreement, in substantially the form attached, on behalf of the City of
37 Burlington for a term commencing on the date of execution of the License Agreement and
38 terminating on April 30, 2014.

LICENSE AGREEMENT FOR SIGN, CANOPY AND LAMP
WITH COMPUTERS FOR CHANGE
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 COMPUTERS FOR CHANGE, a commercial establishment located at 196 College Street, Burlington, Vermont (hereinafter COMPUTERS or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 196 College Street and

WHEREAS, COMPUTERS stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a sign, canopy and lamp on the building overhanging the public right-of-way directly in front of 196 College Street; and

WHEREAS, COMPUTERS stated in its permit application that that there are no physical barriers around the sign, canopy and lamp and they will cover a 19 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 COMPUTERS enter into the following License Agreement:

1. TERM

The CITY grants to COMPUTERS (hereinafter LICENSEE) a license to erect and maintain a sign, canopy and lamp covering an area of 19 sq. ft. extending over the public

right-of-way at 196 College 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, canopy and lamp extending over the public right-of-way (hereinafter referred to as the premises) for advertising, shelter and lighting purposes. The sign, canopy and lamp are to be attached to the building and it must be exactly as described and 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 sign, canopy and lamp in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign, canopy and lamp and any damage to the sign, canopy and lamp is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, canopy and lamp, 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, canopy and lamp 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, canopy and lamp 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, canopy and lamp. 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, canopy and lamp 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, canopy and lamp.

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

COMPUTERS FOR CHANGE

Witness By: _____
Duly Authorized

Ib/c: GM 2013/License Agree for Encumbrance – COMPUTERS FOR CHANGE, 196 College St. (Sign, Canopy, Lamp)
2013
6/11/13



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: Computers For Change DATE: 5/20/13
CONTACT NAME: Sam Jones PHONE: 802-578-9687
MAILING ADDRESS: 196 College Street FAX: _____
Burlington, VT 05401 EMAIL: info@computersforchange.com

DBA NAME: Computers For Change
COMPANY: Computers For Change

LOCATION OF ENCUMBRANCE: right side of storefront projecting out over sidewalk

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: Install a projecting sign on the right side of the Computers For Change storefront projecting 47 3/16" out over the sidewalk. There is a parking meter on opposite side of sidewalk across from sign and tree on opposite side of sidewalk about 12' to the left of sign. There is a lamp that is attached to the building that will be below and to the right of sign.

Existing awning and light overhanging sidewalk.

Total Square Feet (\$1.00 per SF): 4 + 15

PLEASE ATTACH:

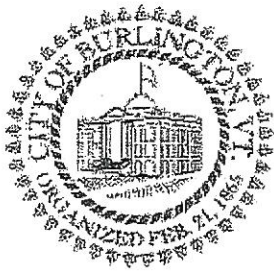
1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 30 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your insurance agent can fax the certificate to this office at the above number.
2. Sketch, Photo, or Blueprint of what you are proposing.
3. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: 29

Signature: _____

Date: 5/22/13

For office use only: Amount received \$ 29 + 15 on 5/22/13 check # 391 + 394
Sent to DPW: 6/22 Sent to Attorney: 6/6

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: COMPUTERS FOR CHANGE DATE: Thursday, June 13, 2013
COMPANY: COMPUTERS FOR CHANGE PHONE: 578-9687
LOCATION: 196 COLLEGE ST FAX:
MAILING ADDRESS: SAM JONES
196 COLLEGE ST
BURLINGTON, VT 05401

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: APPROVED - HT. a 7'.0" minimum

4. A 19 square foot placement of PROJECTING SIGN ON THE RIGHT SIDE OF THE COMPUTERS FOR CHANGE STOREFRONT PROJECTING OVER THE SIDEWALK. AWNING AND LAMP

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒
 No ☐

Explain: _____

Signature

Ron Gore

Date:

06/13/13

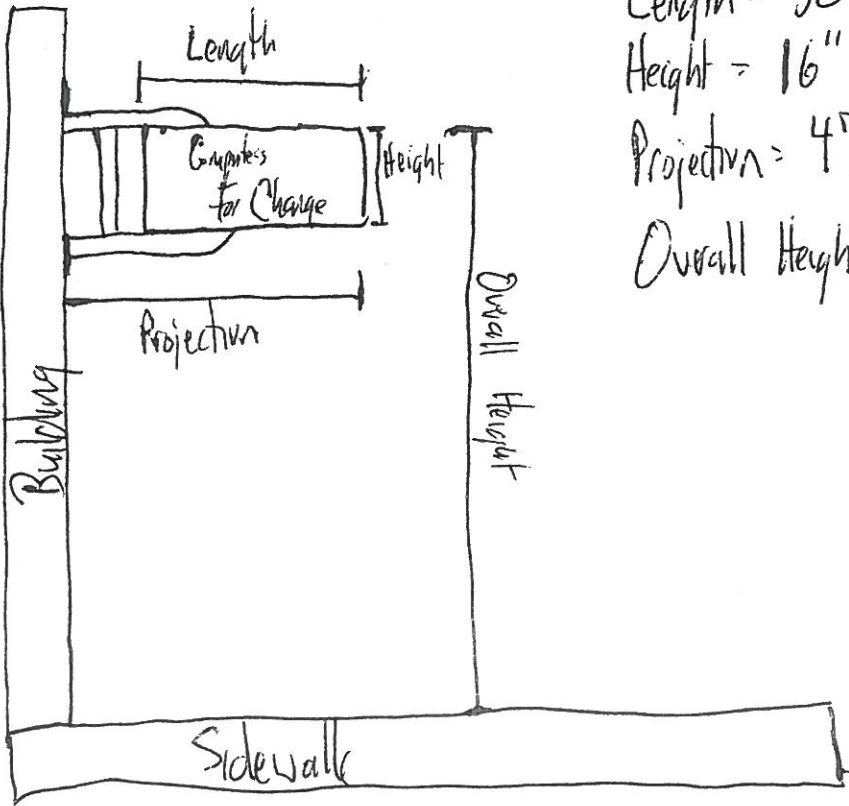
Exhibit B



Exhibit C-1

Computers For Change

196 College St



Length = 36"

Height = 16"

Projection = $47\frac{3}{16}$ "

Overall Height = $139\frac{1}{4}$ "

Sign is going to be aluminum painted white wrapped around a piece of wood with black vinyl lettering for our name and symbol held in place by a welded steel frame that is going to be painted flat black.

Exhibit C-2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2013

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 TTurnbaugh Insurance Agency 110 Main st. Burlington, Vt. 05401	CONTACT NAME: Jim PHONE (A/C, No, Ext): (802) 658-0500 E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Computers For Change 196 College Street Burlington 05401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Grange Insurance Co</td> <td></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: National Grange Insurance Co		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:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BPT2492F	07/18/2012	07/18/2013	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
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	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)

Computer Repair "Sign Projectng Over Sidewalk at 196 College Street "

Cancellation Notice 15 Days for Non Payment 45 Days For any Other Reason

City of Burlington is Listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Burlington
 149 Church St.
 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

James R. Turnbaugh ^{CBT}



THE
MAIN
STREET
AMERICA
GROUP

Policy Number: BPT2492F

ADDITIONAL INSURED SCHEDULE

MAIN STREET AMERICA ASSURANCE COMPANY

Named Insured COMPUTERS FOR CHANGE, LLC Effective Date: 07-18-2012

Agent Name TURNBAUGH INSURANCE AGENCY INC Agent No. 440071

Endorsement Number: 001 Endorsement Effective Date: 05-22-13

Form
Number
BPM 3102

Form Title

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - INCLUDING COMPLETED OPERATIONS

CITY OF BURLINGTON
149 CHURCH ST
BURLINGTON, VT 05401-8429
SIGN PROJECT OVER CITY SIDEWALK @ 196 CITY COLLEGE
ST

196 COLLEGE ST
BURLINGTON, VT 05401-8305

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I — Property is amended as follows:

1. The following is added to Paragraph E.4. **Legal Action Against Us** Property Loss Condition:

However, your right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Property Loss Condition, if any.

2. The following is added to Paragraph E.5. **Loss Payment** Property Loss Condition and replaces any provision to the contrary:

We will pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the Loss Payment Property Loss Condition are satisfied.

B. Section III — Common Policy Conditions is amended as follows:

1. Paragraph A. **Cancellation** is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. **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 cancellation 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.

2. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

We will not pay for any loss or damage in any case of:

1. Concealment or misrepresentation of a material fact; or

2. Fraud;

committed by you at any time and relating to coverage under this policy.

3. The following paragraphs are added:

M. When We Do Not Renew

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

2. This provision does not apply:

- a. If we have indicated a willingness to renew;
- b. In case of nonpayment of premium;
- c. If you do not pay any advance premium required by us for renewal; or
- d. If any property covered in this policy is insured under any other insurance policy.

N. Renewal

1. If we:

- a. Elect to renew this policy; and
- b. 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.

2. If we do not comply with the provisions of Paragraph 1., you will have renewal coverage. The renewal coverage will be at the rates:

- a. In effect under the expiring or expired policy; or
- b. 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 2. does not apply.

- C. The following paragraph is added to the Business-owners Coverage Form:

1. Statutory Liability

- a. In addition to paying and satisfying judicial judgments rendered against the insured in consequence of claims to which this policy applies, we will protect the insured against the levy of executions issued on such judgments or claims against the insured.

- b. We may, without the insured's consent, continue litigation after a judgment has been rendered with respect to the insured's legal liability under this policy for damages in particular instance. In that event, no limitation of our liability will be valid where the matter of that litigation is concerned.
- c. Under Coverage Forms to which this endorsement applies any legal action against us to recover for loss under this policy must be brought within one year after amount of loss is finally established. The amount of loss can be established only by:
 - (1) Judicial judgment; or
 - (2) An agreement between the parties involved with our written consent.
- d. In the event of the insured's bankruptcy or insolvency, an injured person or claimant who has obtained a judgment against the insured may bring suit against us, provided:
 - (1) The judgment was for damages covered by this policy; and
 - (2) The suit is for damages in amounts no greater than the applicable Limits of Insurance of this policy.
- e. Payment by the insured of any judicial judgment or claim for any of our liability under this policy will not deprive the insured of the right to bring action against us.