

1
2 **Resolution Relating to**
3
4

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

5
6 AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
7 FOR A CANOPY EXTENDING OVER A PORTION OF THE
8 CITY'S RIGHT-OF-WAY WITH SAS ARCHITECTS
9

10
11
12 **CITY OF BURLINGTON**
13

14 In the year Two Thousand Fourteen.....
15 Resolved by the City Council of the City of Burlington, as follows:
16

17 That WHEREAS, SMITH, ALVAREZ SIENKIEWYCZ ARCHITECTS d/b/a SAS
18 ARCHITECTS of Burlington, Vermont (hereinafter SAS) is an establishment doing business in a
19 commercial building located at 117 St. Paul Street. in the City of Burlington, Vermont; and

20 WHEREAS, SAS desires to erect and maintain a canopy extending over the sidewalk
21 area in front of the building at 117 St. Paul Street; and

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

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

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

29 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes SAS
30 to erect and maintain a canopy extending over the sidewalk area in front of the building at 117
31 St. Paul Street covering an area of 4.5 sq. ft. as indicated in and pursuant to its License
32 Agreement upon entering into the License Agreement in substantially the form attached hereto;
33 and

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

LICENSE AGREEMENT FOR CANOPY
WITH SAS ARCHITECTS
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 SMITH, ALVAREZ SIENKIEWYCZ ARCHITECTS. d/b/a SAS ARCHITECTS, a commercial establishment located at 117 St. Paul Street, 3rd Floor, Burlington, Vermont (hereinafter SAS or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 117 St. Paul Street; and

WHEREAS, SAS stated on its application (attached hereto as Exhibit A) that it wishes to erect a canopy extending over the sidewalk area in front of the building at 117 St. Paul Street; and

WHEREAS, SAS has stated in its permit application that there is an existing banner and cornice adjacent to the canopy and the canopy will cover a 4.5 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 SAS enter into the following License Agreement:

1. TERM

The CITY grants to SAS (hereinafter LICENSEE) a license to erect and maintain a canopy covering an area of 4.5 sq. ft. extending over the public right-of-way in front of the building at 117 St. Paul 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 canopy extending over the public right-of-way (hereinafter referred to as the premises) to provide a covered area around the entrance to its establishment. The canopy is to be attached to the building and 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 canopy in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the canopy and any damage to the canopy is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the canopy 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 canopy 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 canopy 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 canopy. 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 canopy 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 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 canopy.

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 _____,
20____.

CITY OF BURLINGTON

Witness

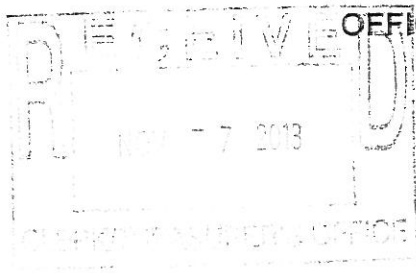
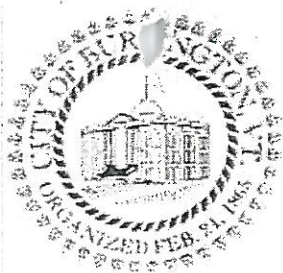
By: _____
Miro Weinberger, Mayor
Duly Authorized

SMITH, ALVAREZ SIENKIEWYCZ
ARCHITECTS. d/b/a SAS ARCHITECTS

Witness

By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – SAS Architects, 117 St. Paul St.. (Canopy) 2013
12/13/13



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: SAS ARCHITECTS
CONTACT NAME: BREN K. VAREZ
MAILING ADDRESS: 117 ST. PAUL ST.
05401

DATE: 4 November 2013
PHONE: _____
FAX: _____
EMAIL: _____

DBA NAME: _____

COMPANY: _____

LOCATION OF ENCUMBRANCE: 117 ST. PAUL 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):

Description: SEE ATTACHED DRAWING OF PROPOSED CANOPY

ENCUMBRANCE AREA BASED ON 13" x 50" = 650 SQ. IN
= 4.5 SQ. FT.

Total Square Feet (\$1.00 per SF): 4.5 SQ. FT.

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: \$29.50

Signature: [Signature]

Date: _____

For office use only: Amount received \$ 29.50 on 11/13
Sent to DPW: 11/13 Sent to Attorney: 12/4

Check # 62664

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: SAS ARCHITECTS

DATE: Wednesday, November 13, 2013

COMPANY: SAS ARCHITECTS

PHONE:

LOCATION: 117 ST. PAUL ST.

FAX:

MAILING ADDRESS: BREN ALVAREZ
117 ST. PAUL 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: AWNING IS MOUNTED ON BUILDING - GREATER THAN 7' ABOVE SIDEWALK

4. A 4 square foot placement of PROPOSED CANOPY OCCUPYING 4.5 SQUARE FEET at 117 ST. PAUL ST.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain:

MOUNTED ON BUILDING
GREATER THAN 7'-0" ABOVE
SIDEWALK

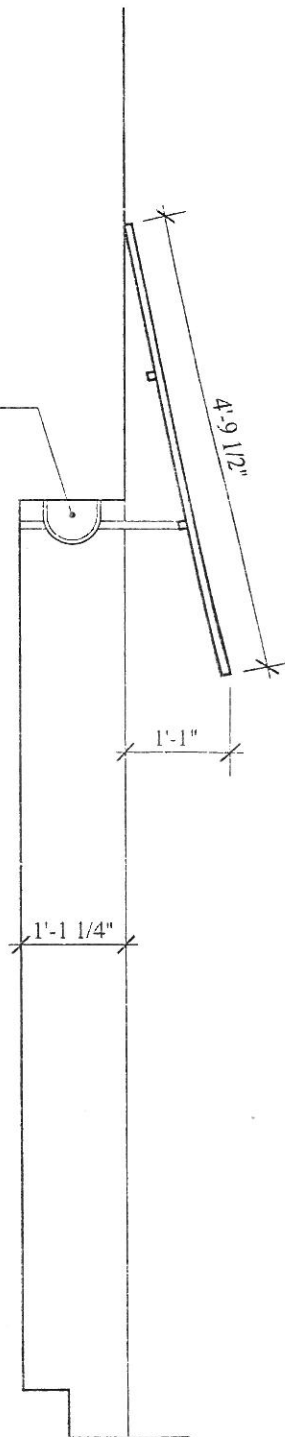
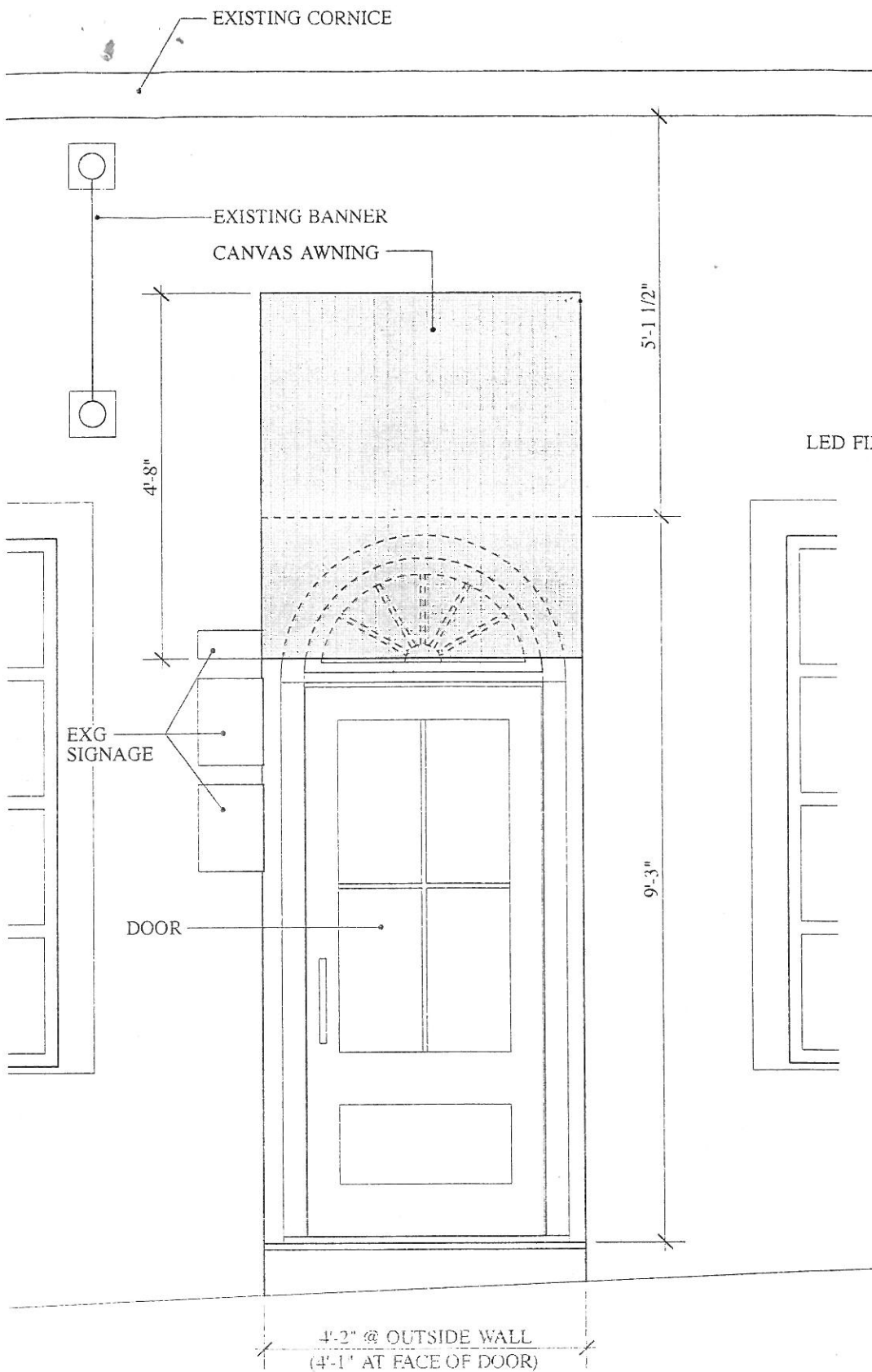
Signature

Ron Gore

Date:

11/20/13

Exhibit B



ELEVATION

SECTION

<p>SMITH ALVAREZ SIENKIEWICZ ARCHITECTS</p>	<p>117 St. Paul Street 3rd Floor Burlington, VT 05401</p> <p>P: 802 • 863 • 2227 F: 802 • 863 • 0093</p>	<p>PROJECT: 117 ST. PAUL ST. ENTRANCE</p>	<p>DRAWING: ELEVATION / SECTION</p> <p>PROJECT NO.:</p>	<p>SCALE: 1/2" = 1'-0"</p> <p>DATE: 11/4/2013</p>	
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Exhibit C

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2013

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 Hackett Valine & MacDonald 62 North Main Street St. Albans, VT 05478 802 524-4400		CONTACT NAME: Kim Boudreau PHONE (A/C, No, Ext): 802 524-4400 E-MAIL ADDRESS: kimb@hvm.com FAX (A/C, No): 8025243777	
INSURED Smith Alvarez Sienkiewicz Architects In 117 St. Paul Street 3rd Floor Burlington, VT 05401		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31325	

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOA002002328	11/09/2013	11/09/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
	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 <input type="checkbox"/>	N / A			

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

City of Burlington, Clerk Treasurer's Office is listed as Additional Insured.

**Canopy overhanging sidewalk in front of 117 St Paul Street; Burlington, VT **

CERTIFICATE HOLDER

CANCELLATION

City of Burlington,
 Clerk/Treasurer's Office
 Encumbrance Application Dept
 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

Kim Boudreau

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.

Exhibit E

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Burlington, Clerk/Treasurer's Office, Encumbrance Application Dept 149 Church Street, Burlington, VT 05401
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.