



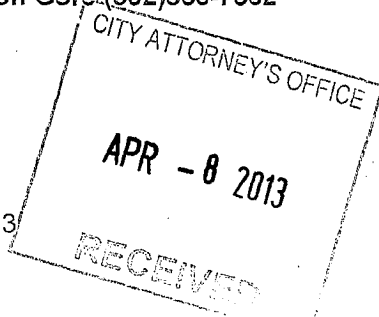
OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
 Voice (802)865-7000  
 FAX (802)865-7014  
 TTY (802)865-7142  
 Amy Bovee (802)865-7019  
 Ron Gore (802)865-7562

**Encumbrance Application / Renewal**

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

ADAM GROSS  
 BERN NATION INC  
 PO BOX 967  
 BURLINGTON VT 05401

DATE: Tuesday, February 5, 2013  
 PHONE: 802-453-2414  
 FAX: 802-453-2414  
 EMAIL:



DBA NAME: BERN NATION INC

COMPANY: BERN GALLERY

LOCATION: 135 MAIN 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: 10x15 Roped Off area with 3 tables and 12 chairs located outside of 135 Main Street.

Conditions: Keeping public ways clear

Total Square Feet (\$1.00 per SF): 150

**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: 175 -

Signature

ADAM GROSS

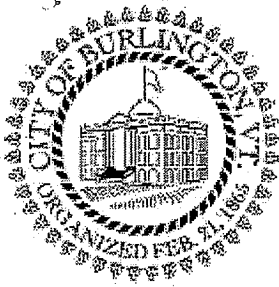
Date

3/14/13

For office use only: Amount received \$ 175.00 on 3/21 Check # 5440

Sent to Attorney: 4/5

*Exhibit A*



OFFICE OF THE CLERK AND TREASURER  
 149 CHURCH STREET  
 BURLINGTON, VT 05401  
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 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: BERN NATION INC

DATE: Thursday, March 21, 2013

COMPANY: BERN GALLERY

PHONE: 802-453-2414

LOCATION: 135 MAIN ST

FAX: 802-453-2414

MAILING ADDRESS: ADAM GROSS  
 PO BOX 967  
 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: TABLE / CHAIR NEXT TO BUILDING

4. A 150 square foot placement of 10x15 ROPED OFF AREA WITH 3 TABLES AND 12 CHAIRS LOCATED OUTSIDE OF 135 MAIN ST. at 135 MAIN ST

**DEPARTMENT OF PUBLIC WORKS**

Approved? Yes

No

Explain: APPROVED RENEWAL SAME AS PREVIOUS

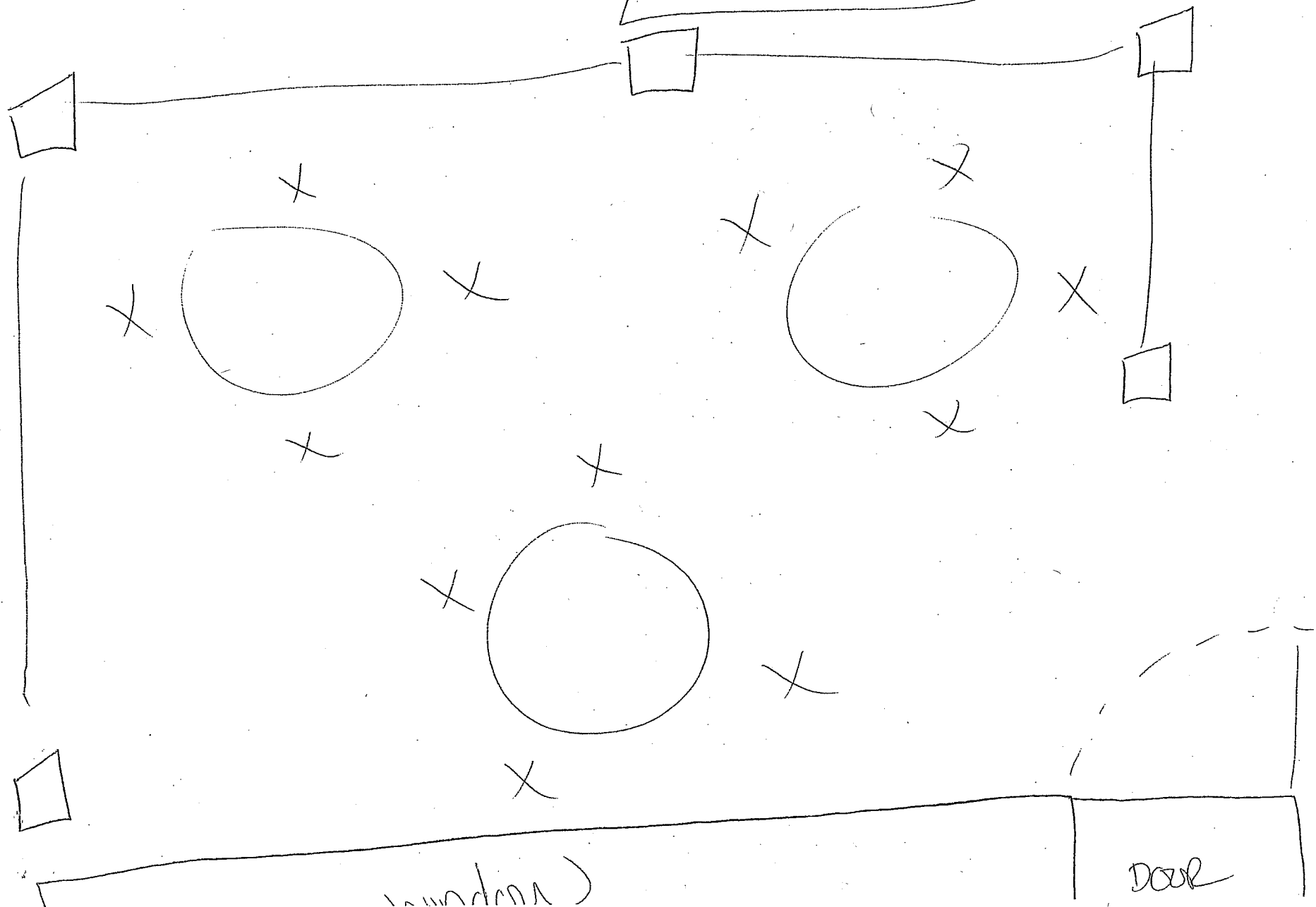
Signature Ron Gore

Date: 04/09/13

*Exhibit B*

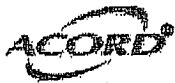
X = chair  
O = Table  
□ = Post

EXERCISE C



window)

DOOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/13

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).

<b>PRODUCER</b> Williston Insurance Agency 33 Blair Park, Ste 102 Williston, VT 05495 Phone (802) 879-0119 Fax (802) 879-0376	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (802) 879-0119 FAX (A/C, No): (802) 879-0376 E-MAIL ADDRESS: davepalmer@palmarinsurancevt.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Union Mutual Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Bern Naton, Inc DBA The Bern Gallery & Bern Systems PO Box 967 Burlington, VT 05402	<b>NAIC #</b>

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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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		BOPD005327-07	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

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

Retail sale of art/glass blowing located at 135 Main Street in Burlington, VT 05401  
10X15 roped off area with 3 tables and 12 chairs  
The City of Burlington is listed as an Additional Insured with respect to General Liability  
Faxed to: 865-7014

## CERTIFICATE HOLDER

City of Burlington  
City Clerk's Office  
Encumbrance Application Division  
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  
Julie A. Byrne - Agent

Exhibit D

forward



POLICY NUMBER: BOP0005327-07

BUSINESSOWNERS  
BP 04 48 01 06

**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, ENCUMBRANCE APPLICATION DEPT  
149 Church St, Burlington, VT 05401-8429

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:

- 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.

*Exhibit E*



**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.