

**LICENSE AGREEMENT FOR TABLES AND CHAIRS AND STANCHIONS**  
**PACIFIC RIM**  
**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 PACIFIC RIM CAFÉ, LLC d/b/a PACIFIC RIM ASIAN CAFE, a commercial establishment located at 161 Church Street, Burlington, Vermont (hereinafter PACIFIC RIM or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 161 Church Street; and

WHEREAS, PACIFIC RIM stated on its application, attached hereto as Exhibit A, that it wishes to place 13 tables and 42 chairs and two stations on the sidewalk area in front of the building at 161 Church Street; and

WHEREAS, PACIFIC RIM has stated in its permit application that there are no physical barriers around the tables and chairs and stanchions and they will cover a 439 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 PACIFIC RIM enter into the following License Agreement:

1. TERM

The CITY grants to PACIFIC RIM (hereinafter LICENSEE) a license to place 13 tables and 42 chairs and two stanchions covering an area of 439 sq. ft. on the public right-of-

way at 161 Church St. 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 tables and chairs and stanchions on the public right-of-way not to exceed 439 sq. ft. (hereinafter referred to as the premises) as an outdoor dining area. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 7 ft. right-of-way for pedestrian traffic. The tables and chairs and stanchions must 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 stanchions in proper condition.

b. LICENSEE shall be responsible for the maintenance and upkeep of the tables and chairs and stanchions and any damage to the tables and chairs and stanchions is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the tables and chairs and stanchions, 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 stanchions shall be placed in an area totaling 378 square feet, with a proper barrier on all sides, as per the approved plan. The tables and chairs and stanchions 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, if any.

d. The tables and chairs and stanchions 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 stanchions. 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 stanchions 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 stanchions.

#### 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

By: \_\_\_\_\_  
Miro Weinberger, Mayor  
Duly Authorized

\_\_\_\_\_  
Witness

PACIFIC RIM CAFÉ, LLC  
d/b/a PACIFIC RIM ASIAN CAFE

By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Witness





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

Revised

Encumbrance Application / Renewal

DBA NAME: Pacific Rim Asian Cafe DATE: 4/4/13  
 CONTACT NAME: Rich Brandt PHONE: 802 329-1444  
 MAILING ADDRESS: 49 Central Ave FAX: —  
Burlington, VT 05401 EMAIL: rbrandt6@hotmail.com

DBA NAME: Pacific Rim Asian Cafe  
 COMPANY: Pacific Rim Cafe LLC  
 LOCATION OF ENCUMBRANCE: 161 Church St. Burlington

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: 8 tables that can seat 4 and <sup>five</sup> ~~two~~ tables that seat 2 totaling seating for 42 people on the sidewalk in front of the old SKY BURGER. Exact same plan as SKYBURGERS. Totaling 435 SQFT

Total Square Feet (\$1.00 per SF): 435 + 4 = 439

PLEASE ATTACH:

Tables      Station

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: \_\_\_\_\_

*pending*

Signature: [Signature] Date: 4/4/13

CITY ATTORNEY'S OFFICE

For office use only: Amount received \$ \_\_\_\_\_ on \_\_\_\_\_ Check # \_\_\_\_\_  
 Sent to DPW: \_\_\_\_\_ Sent to Attorney: \_\_\_\_\_

MAY 28 2013

*Exhibit A-1*

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

*addition to previous application*

**Encumbrance Application / Renewal**

DBA NAME: Pacific Rim Asian Cafe  
 CONTACT NAME: Rick Brandt  
 MAILING ADDRESS: 49 Central Ave  
Burlington, VT 05401

DATE: 4/5/13  
 PHONE: 399-1444  
 FAX: \_\_\_\_\_  
 EMAIL: rbrandt@hotmail.com

DBA NAME: Pacific Rim Asian Cafe  
 COMPANY: Pacific Rim Cafe LLC  
 LOCATION OF ENCUMBRANCE: 161 Church St. 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: We also are wondering if it is possible to have a small barrier (such as two stanchions about 4 feet apart to prevent the lines waiting to get into Rasputins Bar from blocking the entrance to Pacific Rim (formally SKYBURGER) usually after 11:00 pm on weekends. The stanchions with belt or rope attached would stick out at right angles to the side of the building.

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

**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: \_\_\_\_\_

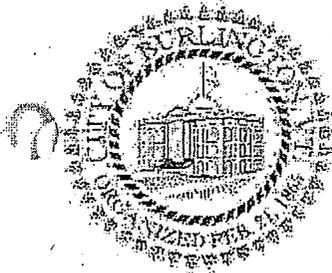
Signature: 

Date: 4/5/13

CITY ATTORNEY'S OFFICE  
 MAY 28 2013  
 RECEIVED

For office use only: Amount received \$ 460.00 on 4/8/13 Check # 1160  
 Sent to DPW: 5/2/13 Sent to Attorney: \_\_\_\_\_

*Exhibit A-2*



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: PACIFIC RIM DATE: Friday, May 24, 2013  
 COMPANY: PACIFIC RIM INCORPORATED PHONE: 802-651-3000 802-310-9353 or  
 LOCATION: 111 ST PAUL STREET FAX:  
 MAILING ADDRESS: RICH BRANDT  
 111 ST. PAUL STREET  
 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: TABLES/CHAIRS - 14' x 19' / 3' x 19'

4. A 435 square foot placement of 8 TABLES THAT SEAT 4 AND 5 TABLES THAT SEAT 2  
 TOTALLING SEATING FOR 42 PEOPLE ON THE SIDEWALK IN FRONT OF 161 CHURCH ST. 2

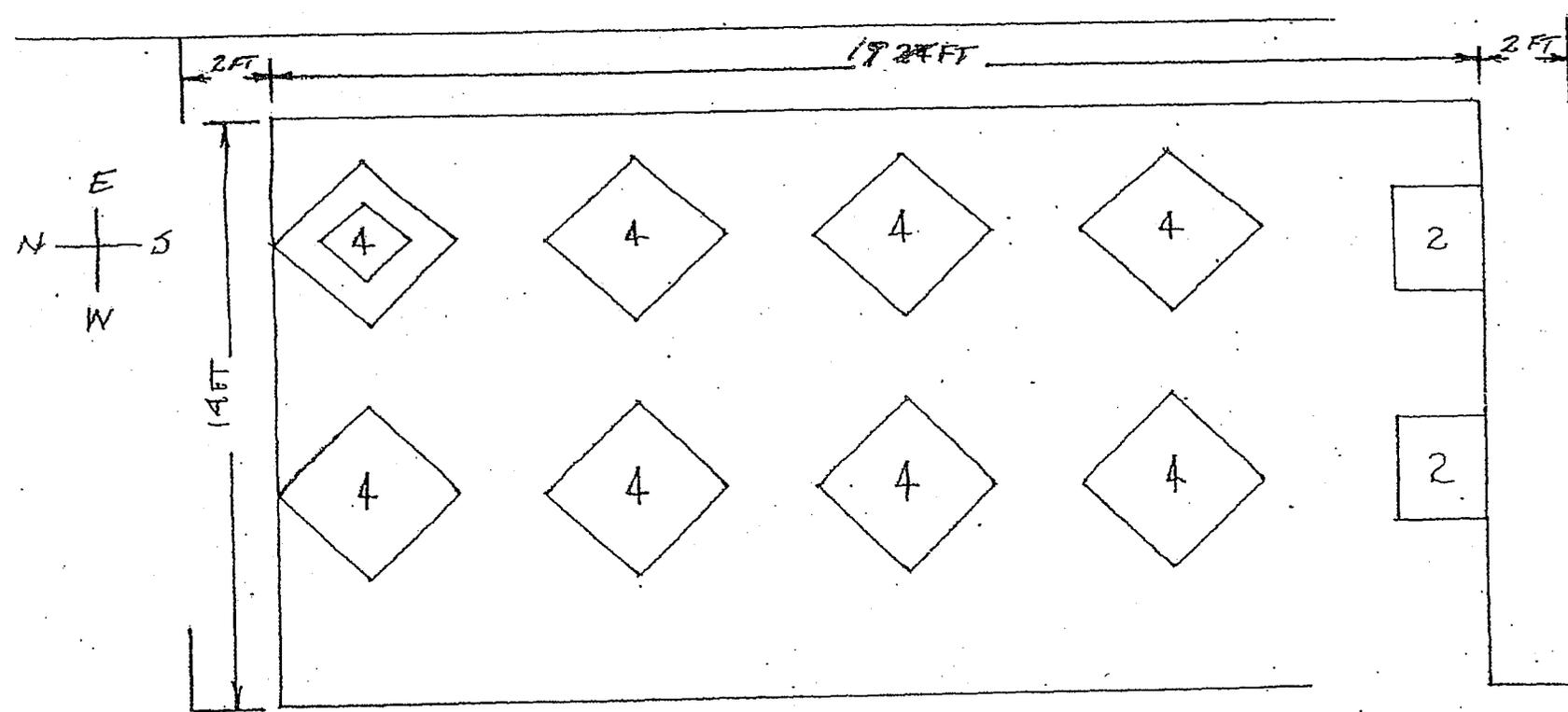
DEPARTMENT OF PUBLIC WORKS

Approved? Yes  No   
 Explain: MIN OF 7' - ROW FOR PEDESTRIAN  
 TABLES/CHAIRS - 14' x 19' / 3' x 19'  
 w/ BARRICADE

Signature Ron Gore

Date: 05/29/13

Exhibit B

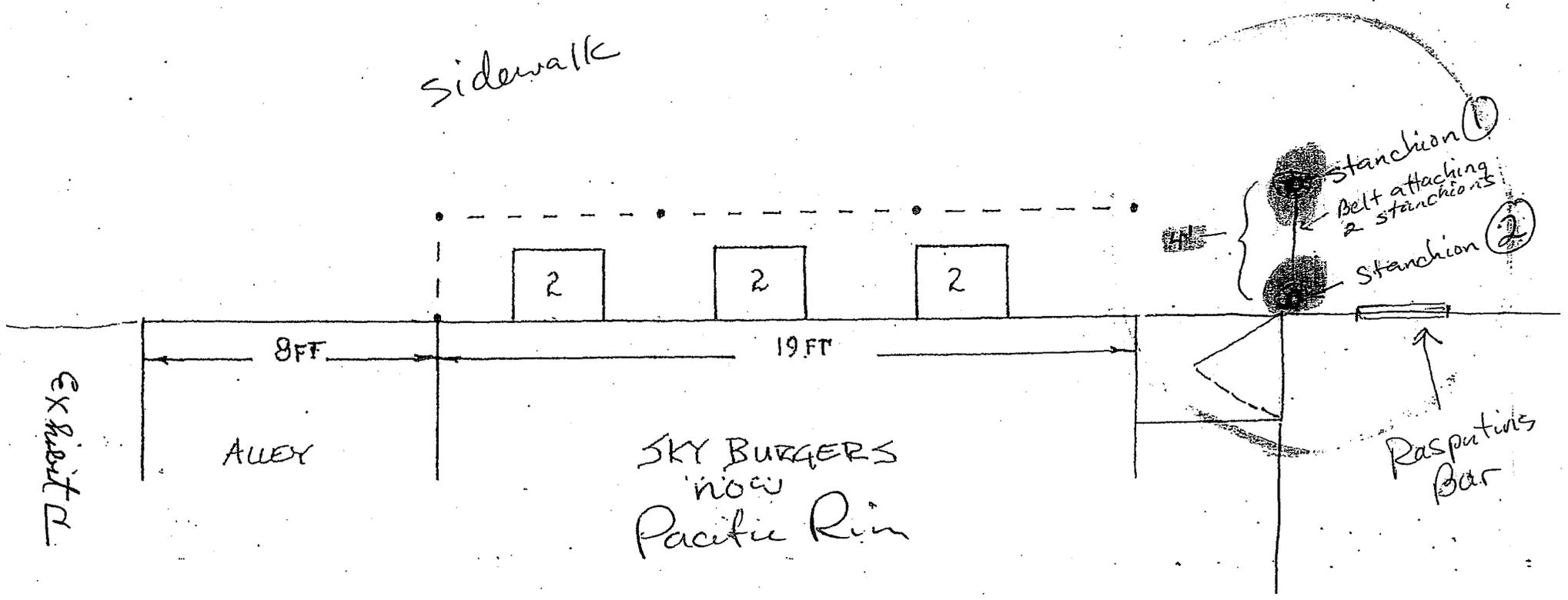


$14 \times 27 = 378 \text{ sq ft}$   
 $3 \times 19 = 57 \text{ sq ft}$   
 TOTAL 435 sq ft

8 EA 4 TBS = 32  
 5 EA 2 TBS = 10  
 13 TOTAL TBL

SEATING FOR  
~~50~~ PEOPLE  
 42

Sidewalk



EXIT

ALLEY

SKY BURGERS  
 now  
 Pacific Rim

Stanchion 1  
 Belt attaching  
 2 stanchions  
 Stanchion 2

Raspatis Bar



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2013

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).

<b>PRODUCER</b> Cheeseman Insurance Inc. DBA Cheeseman Insurance Group 84 Pine St, Suite 602 Burlington VT 05401		<b>CONTACT NAME:</b> MICHAEL CHEESEMAN <b>PHONE (A/C No, Ext):</b> (802) 861-4800 <b>FAX (A/C No):</b> (802) 861-4801 <b>E-MAIL ADDRESS:</b> mikecheeseman@cheesemaninsurance.net	
<b>INSURED</b> Pacific Rim Cafe, LLC 161 Church St Burlington VT 05401		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: LIBERTY MUTUAL INSURANCE INSURER B: AMTRUST NORTH AMERICA INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b>

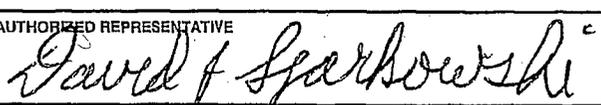
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	BKA55546621	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP/AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> 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					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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	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 Y	N/A PENDING	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	LIQUOR LIABILITY		BKA55546621	05/01/2013	05/01/2014	Each Common Cause \$1,000,000 Aggregate \$2,000,000

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

Tables and Chairs in front of 161 Church Street, Stachions Next to Doorway.  
City of Burlington is listed as Additional Insured.

<b>CERTIFICATE HOLDER</b> City of Burlington Encumbrance Department 149 Church Street Burlington, VT 05401	<b>CANCELLATION</b> 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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*Exhibit D*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

1. Designation of Premises (Part Leased to You):  
161 CHURCH STREET BURLINGTON, VT 05401

2. Name of Person or Organization (Additional Insured):  
CITY OF BURLINGTON

149 CHURCH STREET

BURLINGTON, VT 05401

3. Additional Premium: **Included**

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

WHO AN IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



55548521

003444

181

of 16

15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VERMONT CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- 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 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.

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.