Agreement No.: KC-332-26
KITSAP COUNTY UEI#: LD6MNJ62JQD1

AGENCY SERVICE AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE

AN AGREEMENT, by and between Kitsap County hereinafter referred to as "County" and **Boys and Girls Clubs of South Puget Sound,** hereinafter referred to as "Agency" by which the Agency agrees to carry out specific activities under Kitsap County's Community Development Block Grant Program and establishing certain other terms and conditions of operation.

IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties acknowledge that the following attachments, which are attached to this Agreement, are expressly incorporated by this reference.

ATTACHMENTS

Attachment A – Budget Summary
Attachment B – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment C – Certification Regarding Lobbying

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I. PROJECT

SECTION 1. SCOPE OF SERVICES

The County, as recipient of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD), hereby designates the Agency to undertake, and the Agency hereby agrees to undertake the activities specifically described in the application and summarized below:

A. General Statement

CDBG Public Service funds will be used to support the staff costs for the Regional Manager, Senior Site Coordinator, and two Youth Development Professionals for the South Kitsap After-School Program. This program is held during lunch and after school for students, ages 11-13, at Cedar Heights Middle School. Staff are responsible for implementing program activities and for planning, promoting, and evaluating programs.

B. Agency Shall:

1. Provide 25 unduplicated individuals with new/continued access to after school programs.
2. Partner with the South Kitsap School District for use of school facilities to conduct the program at Cedar Heights Middle School.
3. Provide educational enhancement through homework help, tutoring and academic goal setting.
4. Provide scholarships to low-income youth to ensure no youth is turned away due to an inability to pay and maintain income documentation to ensure at least 51% of the families served meet

HUD's low-income threshold.

5. Work with the local schools to educate school personnel, parents, and the community about the program.
6. Measure success through the following:
   - Increased self-esteem, development of character, resilience, and healthy lifestyles
   - Improved academic achievement.
   - Increased attendance
7. Maintain required records and track relevant data to demonstrate to the Block Grant Program, the program successes including:
   - Demographics information
   - Household income information to document services to at least 51% low and very low-income individuals.
8. Submit quarterly reports and billing vouchers in a timely manner.
9. Participate in on-site agency monitoring before final close-out of the contract.

SECTION 2. PROJECT DESCRIPTION

Project Details	
Project Name:	South Kitsap After-School Program
Funded Amount:	$27,500
Action Plan Year:	2026
Type of Project:	Public Service
Service Area:	South Kitsap School District
Project Address/Location:	Cedar Heights Middle School 2220 Pottery Ave, Port Orchard, WA 98366
Eligibility	
National Objective:	LMC 570.208 (a)(2)(B)
Basic Eligible Activity Citation:	24 CFR 570.201 (e) – Public Services
Matrix Code:	05D – Youth Services
Strategic Plan Objective and Strategy:	Provision of critical services to meet basic needs and promote long-term self-sufficiency.
HUD Performance Measures	
HUD Objective of Activity:	Suitable Living Environment
HUD Outcome:	Availability/Accessibility
Federal Contract Requirements – 2 CFR Part 200	
Agency Unique Entity Identifier Number:	WNLQCLFCDM61
Federal Assistance Listing Number (ALN)	14.218
Research or Development Contract:	No
Indirect Cost (IDC) Rate for Federal Award:	
☐ Approved Rate	%
☐ De Minimis for IDC Rate	
☒ Not Applicable	

SECTION 3. SCHEDULE FOR COMPLETION (specific milestones)

Specific Tasks	Start Date	End Date
Submit 1st quarter Performance & Demographic Reports	4/1/26	4/15/26
Submit 2nd quarter Performance & Demographic Reports	7/1/26	7/15/26

Submit 3rd quarter Performance & Demographic Reports	10/1/26	10/15/26
Submit 4th quarter (final) Performance & Demographic Reports	1/1/27	1/15/27
Submit final invoice requesting reimbursement *(this is to meet County processing timeline for 2026 contract expenditures)*	12/1/26	1/5/27

SECTION 4. TERM OF AGREEMENT

The term of this Agreement **January 1, 2026** through **December 31, 2026** but may be extended should additional time for auditing this project be required, in accordance with law, this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. Notwithstanding other provisions of this agreement, the term of this Agreement shall cover the period that the Agency has control over Community Development Block Grant funds, including program income.

SECTION 5. PROGRAM REPORTING

The Agency shall submit such reports as required by the County to meet its local obligations and its obligation to the Department of Housing and Urban Development. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include but are not limited to the following:

(A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 1 Scope of Services, of this Agreement.

(B) Quarterly reports on demographic, neighborhood residence, and income information regarding persons assisted by the Agency through this Agreement.

(C) Close out reports including a final performance report, inventory of all property acquired or improved with CDBG funds, and final financial report, upon termination or completion of the award.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1. BUDGET AND COMPENSATION

The County shall reimburse the Agency its allowable costs for the services identified in this Agreement not to exceed **Twenty-Seven Thousand Five Hundred dollars ($27,500)**, upon presentation of a properly executed invoice in a form approved by the County.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Agency's application and approved by the County, unless any or all such costs are disallowed by the State of Washington or the United States.

Any reimbursements made under this Agreement must comply with the applicable requirements of 2CFR Part 200, Subpart D. The Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Budget Summary:

See Attachment A for Budget Summary

Time of Payment: Payment shall be made upon receipt of Invoice Form & Reimbursement Request submitted to the Block Grant Program through the Cognito link provided after contract execution.

Where Payments Are Made: Payments shall be made to: **Boys & Girls Club of South Puget Sound, 3875 South 66th St, Ste 101, Tacoma, WA 98409.**

The Agency shall apply the funds received from the County under this Agreement in accordance with the Budget Summary outlined in Attachment A. Any line-item expense, by itself or in combination with other line item expense change, equal to or greater than 10% of the total budget amount over the life of the Agreement shall require a formal amendment to the Agreement. Any request for a line-item expense, by itself or in combination with other line item expense change, equal to or less than 10% of the total budget amount shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line-item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the County.

SECTION 2. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and United States shall have the right to audit the records of the Agency as they relate to the work. The Agency shall also:

(A) Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.

(B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Agency's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.

(C) Maintain payroll and financial records for a period of six (6) years after receipt of final payment under this Agreement provided that this program has been monitored by HUD and the annual State audit (which includes the CDBG Program), has been completed. If HUD has not completed the annual State audit, the records must be retained until such audit has been completed.

(D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County the State Auditor and/or the United States at any time during normal business hours and as often as necessary.

(E) Inform the County concerning any funds allocated to the Agency, that the Agency anticipates will not be expended during the Agreement period, and permit reassignment of the same by the County to other agencies.

(F) Repay to the County any funds in its possession at the time of termination of this Agreement that may be due to the County or the United States.

(G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a quarterly basis on forms provided by the County.

SECTION 3. REIMBURSEMENT

The County shall reimburse the Agency only for actual incurred costs upon presentation of a properly executed invoice in a form approved by the County. Only those allowable costs directly related to the Agency's application, approved by the County shall be paid consistent with Article II Section 2 Documentation of Costs and Other Financial Reporting. The Amount of each request must be limited to the amount needed for payment of eligible costs.

In the event the County or United States determines any funds were expended by the Agency for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or United States may order repayment of the same. The Agency shall remit the disallowed amount to the County within thirty (30) days of written notification of the disallowance.

The Agency agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.

The Agency agrees that upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than malfeasance of the County itself.

The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

ARTICLE III. FEDERAL CONDITIONS

SECTION 1. BENEFIT TO LOW INCOME PEOPLE

The activity, as described in Article I. Section 1 of this Agreement shall meet one of the three CDBG National Objectives as stated in 24 CFR § 570.208. For activities serving individuals or households, not less than 51% of all persons served shall be low- and moderate-income and the individuals or households must qualify under the federal income limits as established by HUD. Benefit to moderate income persons or households cannot be at the exclusion of low-income persons or households. The Agency shall maintain records that clearly document the income range and household size of the individuals or households it serves. Furthermore, the Agency shall maintain records documenting the race/ethnicity of the individual or household being served and if they are a female head of household.

SECTION 2. UNIFORM ADMINISTRATIVE REQUIREMENTS

(A) All agencies shall comply with the requirements set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

(B) All agencies are to procure audit services based 2 CFR Part 200, Subpart F; and

(1) The Agency shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that all contractors (performing all or part of the services under this Agreement under a separate contract with the Agency) also maintain auditable records.

(2) The Agency is responsible for any audit exceptions incurred by its own organization or that of its contractors.

(3) Kitsap County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

(4) Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to Kitsap County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

SECTION 3. SEPARATION OF CHURCH AND STATE

If the Agency is a faith-based organization, it must comply with 24 CFR § 570.200(j) and 24 CFR § 5.109, which specify requirements for participation by faith-based organizations in HUD programs and activities.

SECTION 4. NON-DISCRIMINATION IN EMPLOYMENT AND PURCHASING

The Agency shall comply with Executive Order 11246, as amended by Executive Order 12086 and Executive Order 13672, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, in all phases of employment during the performance of Federal or federally assisted construction contracts. The Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. The Agency shall ensure compliance with 24 CFR § 570.601.

SECTION 5. LOCAL EMPLOYMENT AND PURCHASING

Funding under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The Agency agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder. The Agency agrees that they are under no contractual or other disability which would prevent them from complying with these requirements.

Section 3 of the Housing and Urban Development Act of 1968 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the project. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects: 1. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement); 2. Housing construction; and 3. Other public construction.

SECTION 6. CONFLICT OF INTEREST

The Agency must comply with the conflict-of-interest requirements set forth in 24 CFR § 570.611 and 2 CFR § 200.112, including but not limited to the specific requirements contained herein. No member, officer, or employee of the Agency, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or any subagreement hereto or the proceeds thereof. The Agency shall take appropriate steps to ensure compliance including incorporation of the following provision in every subcontract:

> The contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Kitsap County CDBG Program will obtain a personal or financial interest from the CDBG assisted activity. The contractor further covenants that it presently has no interest in, nor shall it acquire any interest, direct or

indirect, either for itself or those with whom it has business, or family, which would conflict in any manner or degree with the performance of his/her services hereunder. The contractor further covenants that in the performance of this Agreement any potential conflict, on the part of the contractor or its employees, will be disclosed to the Agency and the County.

SECTION 7. DISCRIMINATION PROHIBITED

(A) In performing under this Agreement, the Agency may not discriminate on a prohibited basis and must comply with 24 CFR § 570.602 and with 24 CFR Part 6, which sets forth policies and procedures prohibiting discrimination on the basis of race, color, national origin, religion or sex in programs and activities funded with federal financial assistance, 24 CFR Part 8, which sets forth policies and procedures prohibiting discrimination on the basis of disability in programs and activities funded with federal financial assistance, and 24 CFR Part 146, which sets forth policies and procedures prohibiting discrimination on the basis of age in programs and activities funded with federal financial assistance.

(B) Any authorized Agency subcontract (or other assignment of rights or delegation of duties) must include appropriate and legally binding safeguards against discrimination consistent with the requirements of this section.

SECTION 8. FLOOD DISASTER PROTECTION.

The Agency agrees to comply with section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79.

SECTION 9. DEBARMENT AND SUSPENSION.

The Agency agrees to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Part 24.

SECTION 10. OTHER PROGRAM REQUIREMENTS

(A) The Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, regardless of whether the law is specifically stated in this Agreement, except that:

(1) The Agency does not assume the County's environmental responsibilities described in 24 CFR 570.604; and

(2) The Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

(B) For Agreements in excess of $150,000, the Agency agrees to comply with the Clean Air Act, 42 U.S.C.7401-7671q, and the Federal Water Pollution Control Act, 22 U.S.C. 1251-1387.

(C) The Agency agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, where applicable.

(D) If the Agreement involves the acquisition or improvement of real property or equipment, the Agency agrees to comply with the provisions of 2 CFR 200.310 – 200.316.

ARTICLE IV: GENERAL CONDITIONS

SECTION 1. COMPLIANCE WITH LAWS

The Agency, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances, and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including, but not limited to, Federal Community Development Block Grant Regulations and other policies and guidelines established for the Kitsap County CDBG Program by the Kitsap County Board of Commissioners. The Agency agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

SECTION 2. LICENSING AND PROGRAM STANDARDS

The Agency agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to ensure quality of services.

SECTION 3. INSURANCE

Prior to commencing work, Agency shall procure and maintain at Agency's own cost and expense for the duration of the Agreement the following insurance placed with insurers with a minimum Best's rating of A-, VI against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Agency, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance. Agency shall maintain limits no less than:

- *Commercial General Liability*: One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and two million dollars ($2,000,000) aggregate. Coverage shall be on an "occurrence" basis.
- *Comprehensive Automobile Liability Insurance*: One million dollars ($1,000,000) combined single limit per accident for bodily injury/property damage. Coverage will include owned, hired, and non-owned vehicles.
- *Workers' Compensation and Employer's Liability:* Workers' Compensation coverage as required by Title 51, Revised Code of Washington.
- *Professional Liability Errors and Omissions:* In the event that services delivered pursuant to this contract either directly or indirectly involve or require professional services the Agency will provide professional liability errors and omissions coverage with a minimum limit of $1,000,000 per claim and in the aggregate.

Miscellaneous Insurance Provisions

- *Agency's Insurance is Primary*: The Agency's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- *Additional Insured*: The Agency's commercial general liability and automobile liability insurance (if applicable) will include the County, its officers, officials, employees, and agents as additional insured, without limitation, with respect to performance under the contract.
- ***Evidence of Agency's Insurance*** shall be presented to Kitsap County Department of Human Services prior to the execution of the agreement. In the event of non-renewal, cancellation, or material change in coverage, thirty (30) days written notice will be furnished to the County prior to the date of cancellation, non-renewal or change. Written notice of cancellation or change will be mailed to the County at the following address:

  Kitsap County Department of Human Services
  Block Grant Program
  614 Division Street, MS-23
  Port Orchard, WA 98366

  Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

SECTION 4. INDEMNITY

The Agency agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Agency, its subcontractors, agents, successor, assigns. This provision shall be inapplicable to the extent the County is judicially found solely negligent for such damage or injury.

Solely for the purposes of this provision, Agency waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

SECTION 5. NOTICES

Any notices required to be given by the County to the Agency or by the Agency to the County shall be in writing and delivered to the following parties at the following addresses:

County:
Kitsap County Dept. of Human Services
Block Grant Program

Agency:
Boys & Girls Clubs of South Puget Sound
3875 South 66th St, Ste 101

614 Division Street MS-23 Tacoma, WA 98409
Port Orchard, WA 98366

SECTION 6. CITIZEN PARTICIPATION

The Agency will implement the provisions of this Agreement in such a manner as not to impede the attainment of widespread citizen participation in planning and carrying out the project.

SECTION 7. ASSIGNMENT AND SUBCONTRACTING

The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

SECTION 8. RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 9. AMENDMENTS TO AGREEMENT

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

SECTION 10. FAILURE TO PERFORM

In the event of a failure by the Agency to comply, with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Article IV Section 11 of this Agreement. The County may consider performance under this Agreement when considering future awards.

SECTION 11. SUSPENSION AND TERMINATION

If the Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are available in accordance with Article IV Section 10 and 24 CFR 570.910, and/or terminate the Agreement under the following terms:

(A) Termination for Cause - If the Agency fails to comply with the terms and conditions of this Agreement, and any of the following conditions exist:

(1) The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;

(2) The Agency has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by same; or

(3) The Agency has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then the County may terminate this Agreement in whole or in part, and thereupon shall notify in writing the Agency of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the County to the Agency. Costs resulting from obligations incurred by the Agency after termination of the Agreement are not allowable unless specifically authorized in writing by the County.

(B) Termination for Convenience

The Agreement may be terminated for convenience, in whole or in part, as follows:

(1) By the County with the consent of the Agency. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

(C) Termination for Withdrawal, Reduction or Limitation of Funding

In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that Kitsap County deems that the continuation of the program covered by the Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Agency or its representative.

(C) Dispute Resolution

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Agreement, including remedies for non-compliance and termination shall apply.

SECTION 12. CLOSE-OUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions shall apply:

(A) Upon written request by the Agency, the County shall make or arrange for payment to the Agency of allowable reimbursable costs not covered by previous payments;

(B) The Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by Kitsap County or its designee,

(C) Closeout of funds will not occur unless all requirements of 24 CFR 92.507 and all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the County.

SECTION 13. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted only in the Superior Court of the State of Washington, County of Kitsap. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

SECTION 14. SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 15. INTEGRATED DOCUMENT

This Agreement with any attachments constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

Dated this 16th day of November 2026

SUBRECIPIENT:
Boys & Girls Clubs of South Puget Sound

By: _____
Christy Garner, COO

Dated this 17 day of November 2026

KITSAP COUNTY

_____
Doug Washburn, Director
Department of Human Services

Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes: (Fill in)

Subrecipient's unique entity identifier: WNLQCLFCDM61

Federal Award Identification Number (FAIN): B-26-UC-53-0005

Federal Revenue Award Date: Click or tap here to enter text.

Subaward Period of Performance Start and End Date: January 1, 2026 through December 31, 2026

☒Check to verify the information is in contract:

☒Subrecipient's name (must match the name associated with its unique entity identifier):

☒Federal award identification:

☒Subaward Budget Period Start and End Date:

☒Amount of Federal Funds Obligated in the subaward:

☒Amount of Federal Funds Obligated to the sub by the pass-through entity, including the current financial obligation:

☒Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:

☒Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA):

☒Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity:

☒Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:

☒Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414):

INDEX TO CDBG PUBLIC SERVICE AGREEMENT

Article I. Project

1. Scope of Services
2. Project Description
3. Schedule for Completion
4. Term of Agreement
5. Program Reporting

Article II. Financial Conditions

1. Budget and Compensation
2. Documentation of Costs and Other Financial Reporting
3. Reimbursement

Article III. Federal Conditions

1. Benefit to Low Income People
2. Uniform Administrative Requirements
3. Separation of Church and State
4. Non-Discrimination in Employment and Purchasing
5. Local Employment and Purchasing
6. Conflict of Interest
7. Discrimination Prohibited
8. Flood Disaster Protection
9. Debarment and Suspension
10. Other Program Requirements

Article IV. General Conditions

1. Compliance with Laws
2. Licensing and Program Standards
3. Insurance
4. Indemnity
5. Notices
6. Citizen Participation
7. Assignment and Subcontracting
8. Reservation of Rights
9. Amendments to Agreement
10. Failure to Perform
11. Suspension and Termination
12. Close-Out
13. Venue and Choice of Law
14. Severability Clause
15. Integrated Document

Attachment A – Budget Summary:
Boys & Girls Clubs of South Puget Sound - South Kitsap After-School Program

PROJECT COSTS	Total All Funds	County CDBG Funds	Other: Sources of Funds
PERSONNEL, including managers, staff, salaries, benefits and taxes. **AMOUNT**	$ 74,663	$ 27,500	$ 47,163
SUPPLIES/EQUIPMENT, including office supplies, office equipment if approved. **AMOUNT**	$ 3,382	$ 0	$ 3,382
ADMINISTRATION including occupancy (building & grounds), advertising, audit, insurance/bonds, postage, rent/utilities, communication, training, travel, transportation **AMOUNT**	$ 44,121	$ 0	$ 44,121
ACQUISITION COSTS **AMOUNT**	$ 0	$ 0	$ 0
DEVELOPMENT SOFT COSTS including appraisal, design and A&E, processing/settlement and financing, marketing, operating reserve, professional fees and contract services **AMOUNT**	$ 0	$ 0	$ 0
DEVELOPMENT HARD COSTS, including clearance/demolition, construction, rehabilitation and improvements. **AMOUNT**	$ 0	$ 0	$0
OTHER COSTS, as approved including: Professional Dues, Subscriptions & Other Expenses **AMOUNT**	$ 1,225	$ 0	$ 1,225
TOTAL PROJECT COSTS	$ 123,391	$ 27,500	$ 95,891

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 24 CFR PART 24

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

AGENCY: Boys & Girls Clubs of South Puget Sound



Christy Garner, COO

11-16-26

Date

ATTACHMENT C
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and beliefs, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGENCY: Boys & Girls Clubs of South Puget Sound



Christy Garner, COO

11-16-26

Date

Client#: 117206 BOYSGIRL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kellie Hogan
Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: kellie.hogan@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance	22276
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Boys & Girls Clubs
of South Puget Sound
3875 S 66th St Ste 101
Tacoma, WA 98409

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			47SPK26515402	03/15/2026	03/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			47RWS26515502	03/15/2026	03/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10000			47SUM26515602	03/15/2026	03/15/2027	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		47SPK26515402 WA Stop Gap	03/15/2026	03/15/2027	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Kitsap County, its officers, agents, and employees are named as additional insured in respect to Kitsap County Community Development Block Grant Agreement per the attached endorsement.

CERTIFICATE HOLDER

Kitsap County
614 Division St.
Port Orchard, WA 98366

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

Rhonda Ross

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ENDORSEMENT

This endorsement, effective 12:01 AM: 03.15.2026
Forms a part of Policy No.: 47RWS26515502
Issued to: Boys & Girls Club of South Puget Sound
By: **Berkshire Hathaway Specialty Insurance Company**

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – COVERED AUTOS LIABILITY COVERAGE

I. Subparagraph **A.1. Who is an Insured** is amended to include the following:

The following will qualify as a Named Insured if there is no similar insurance available to that organization, regardless of whether the limits of such insurance are exhausted:

a. Any incorporated subsidiary in which you maintain ownership or majority interest on the effective date of the Policy.

b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the Policy period, whichever is earlier; and

(2) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

No person or organization will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

II. Subparagraph **A.1. Who is an Insured** is amended to include the following:

d. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor; and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

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e. Any person or organization to whom you become obligated to include as an additional insured under this Policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this Policy, but only with respect to liability covered by the terms of this Policy, arising out of the use of a covered "auto" you own, hire or borrow. However, the insurance provided herein will not exceed the lesser of:

(1) The coverage and/or limits of this Policy, or

(2) The coverage and/or limits required by said contract or agreement.

f. Your "employee" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

g. Your "employee" while operating an "auto" hired or rented under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

h. Any of your "executive officers" or his or her spouse, while a resident of the same household using a covered "auto" described below.

For the purposes of this Paragraph **h.**, a covered "auto" for Liability Coverage is any "auto" you don't own, hire or borrow while being used by your "executive officer" or by his or her spouse while a resident of the same household except:

(1) Any "auto" owned by that "executive officer" or a member of that person's household; or

(2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, or repairing or parking "autos".

We will provide coverage to this "insured" equal to the broadest coverage applicable to any covered "auto" you own that is covered by this Policy. Any coverage provided to this "insured" is excess over any other valid and collectible insurance.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

Subparagraph **A.2.a Supplementary Payments** is deleted and replaced with the following:

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $300 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

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(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

III. Exclusion **B.5. Fellow Employee** is deleted and replaced with the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

But this exclusion does not apply if you have workers' compensation insurance in force covering all of your "employees". Coverage provided under this exception is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE

I. Paragraph **A. Coverage** is amended to include the following Coverage:

Auto Lease Gap

If a long-term leased "auto" is a covered "auto" and the lessor is named in the Policy as a loss payee, we will pay in the event of a total "loss" the unpaid amounts due on the lease for the covered "auto" at the time of the "loss", less:

1. Overdue or any deferred lease payments at the time of the "loss";

2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

3. Security deposits not returned by the lessor;

4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the lease; and

5. Carry-over balances from previous leases.

The following has been added to the Other Insurance Condition:

The insurance provided by this Auto Loan/Lease GAP Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

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II. Subparagraph **A.4. Coverage Extensions** is deleted and replaced with the following:

a. Transportation Expenses

We will pay up to $60 per day to a maximum of $2,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Hired Auto Physical Damage Coverage

(1) Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(a) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(b) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(c) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $1,000 per accident.

(2) Loss to Hired Auto

For Hired Auto Physical Damage, we will pay for "loss" to an "auto" you rented or hired without a driver, under a written rental contract or agreement. We will pay for "loss" if caused by:

(a) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(b) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(c) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

We will provide coverage equal to the broadest coverage applicable to any covered "auto" you own that is covered by this Policy. However, the most we will pay for "loss" to any hired "auto" is:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property;

whichever is smallest, minus the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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c. Expense for Stolen Auto Return

We will pay up to $10,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto".

III. Exclusion **B.3** is deleted and replaced with the following:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not apply to accidental discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

IV. Paragraph **D. Deductible** is deleted and replaced with the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance, provided that:

1. The Comprehensive or Specified Cause of Loss Coverage deductible applies only to "loss" caused by:
    a. Theft or mischief or vandalism; or
    b. All Perils
2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
    a. Theft or mischief or vandalism; or
    b. All Perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Cause of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

However, no deductible applies to glass breakage if the glass is repaired rather than replaced.

If another Policy or coverage form issued by us or any company that controls, is controlled by, or is under common control with us, applies to the same "accident", the following applies:

1. If the deductible under this Policy is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Policy is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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SECTION IV - BUSINESS AUTO CONDITIONS

I. Subparagraph **A.2.a.** is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An officer or insurance manager, if you are a corporation.

Your failure to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such "accident", claim, "suit" or "loss" to us within a reasonable time once you become aware of such error.

II. Subparagraph **A.5. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization with whom you have a written contract executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

III. Subparagraph **B.2. Concealment, Misrepresentation Or Fraud** is deleted in its entirety and replaced with the following:

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

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Any unintentional failure by you or any "insured" to provide accurate and complete representations as of the inception of the Policy will not prejudice the coverages afforded by this Policy. However, you must report such error or omission to us as soon as practicable after its discovery.

IV. Subparagraph **B.5.b.** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS

I. Definition **C.** "Bodily injury" is deleted and replaced with the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

All other terms and conditions of the Policy remain the same.

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This endorsement, effective 12:01AM: 03/15/2026
Forms a part of Policy No.: 47-SPK-265154-02
Issued to: Boys & Girls Club of South Puget Sound

By: Berkshire Hathaway Specialty Insurance Company

HUMAN & SOCIAL SERVICES GENERAL LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance
Limited Rental Lease Agreement Contractual Liability	$50,000 limit
Damage to Property You Own, Rent, or Occupy	$30,000 limit
Damage to Premises Rented to You	$1,000,000
HIPAA	Clarification
Medical Payments	$20,000
Medical Payments – Extended Reporting Period	3 years
Athletic Activities	Amended
Employee Defense Coverage	$25,000 limit
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit
Additional Insured – Newly Acquired Time Period	Amended
Additional Insured - Medical Directors and Administrators	Included
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included
Additional Insured – Broadened Named Insured	Included
Additional Insured – Funding Source	Included

Additional Insured – Home Care Providers	Included
Additional Insured – Managers, Landlords, or Lessors of Premises	Included
Additional Insured - Lessor of Leased Equipment	Included
Additional Insured – Grantor of Permits	Included
Additional Insured - Vendor	Included
Additional Insured – When Required by Contract	Included
Additional Insured – Owners, Lessees, or Contractors	Included
Additional Insured – State or Political Subdivisions	Included
Duties in the Event of Occurrence, Claim or Suit	Included
Transfer of Rights of Recovery Against Others To Us	Clarification
Bodily Injury – includes Mental Anguish	Included
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included
Amendment of Liquor Liability Exclusion for Fundraising Events	Included
Definitions	Amended

I. Limited Rental Lease Agreement Contractual Liability

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **2.b. Contractual Liability** is amended to include the following:

(3) Assumed in rental lease agreement on behalf of a "client". This coverage extension requires the Named Insured to request this coverage at the time of claim, and will provide the coverage only on an indemnity basis, and up to a $50,000 aggregate limit. This limit is in addition to the limits provided by this policy.

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident".

For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

II. Damage to Property You Own, Rent or Occupy

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion **2.j. Damage to Property**, Paragraph **(1)** is deleted and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property. However, if the "property damage" is caused by your "client", we will pay up to a $30,000 aggregate limit for such damage. This limit is in addition to the limits provided by this policy;

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident".

For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

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III. Damage to Premises Rented to You

1. The last paragraph of Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Subsection **2. Exclusions**; is deleted and replaced with the following:

   Exclusions **c.** through **n.** do not apply to:

   a. Damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems; and

   b. Damage caused by a "resident";

   to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – LIMITS OF INSURANCE.**

2. Section **III - LIMITS OF INSURANCE,** Paragraph **6.** is deleted and replaced with the following.

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage":

   a. Resulting from fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, or any combination thereof; and

   b. Caused by a "resident";

   to any one premises, rented to you or temporarily occupied by you with the permission of the owner. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000 for damages due to fire, lightning, explosion, smoke or leakage from automatic fire protective systems, or any combination thereof; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit; and

   c. $25,000 for all other damages caused by a "resident".

3. Section **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4.b. Excess Insurance,** Subparagraph **(1) (iii)** is deleted and replaced with the following:

   (iii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner.

4. Section **V – DEFINITIONS,** Definition **9.** "Insured Contract", Paragraph **a.** is deleted and replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, or leaks from sprinklers to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

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5. For the purpose of this For the purpose of this Coverage Extension, "resident" means a person who is residing in and receiving care services provided by your operation.

IV. HIPAA

1. Section **I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **1. Insuring Agreement** is amended to include the following:

   a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "violation(s)" of the following regulations:

   (1) General Administrative Requirements (45 CFR § 160 et seq.);

   (2) Administrative Requirements (45 CFR § 162 et seq.); or

   (3) Security and Privacy (45 CFR § 164 et seq.)

   as promulgated by the Department of Health and Human Services ("HHS") pursuant to the authority given to HHS under the Health Insurance Portability and Accountability Act ("HIPAA") as may be amended from time to time and to which this insurance applies.

   We will have the right and duty to defend you against any "suit", "investigation" or "civil proceeding" by HHS to which this insurance applies. However, we will have no duty to defend you against any "suit", "investigation" or "civil proceeding" to which this insurance does not apply. We may, at our discretion, investigate any "violation(s)" and settle any "damages" arising out of such "violation(s)". But, the amount we will pay for "damages" and "defense costs" is limited as described in Paragraph **3 - HIPAA LIMITS OF INSURANCE** of this section of the Human Service General Liability Endorsement below.

   b. This insurance applies only if HHS notifies you in writing during the policy period of the "investigation" or the "civil proceeding".

2. The following exclusions are added to Section **I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions:**

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

   Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. Criminal Acts

   Any "violation" which results in any criminal penalties under the HIPAA and any amendments thereto.

   c. Other Remedies

   Any remedy other than monetary damages for penalties assessed pursuant to HIPAA and any amendments thereto.

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d. Compliance Reviews or Audits

Any compliance reviews by HHS pursuant to HIPAA, and any amendments thereto, or any audits, whether or not requested by HHS.

3. HIPAA LIMITS OF INSURANCE

With respect to the coverage provided by Section **IV – HIPAA** of this endorsement only, Section **III – LIMITS OF INSURANCE** is deleted and replaced with the following:

a. The Aggregate Limit of $100,000 is the most we will pay for all "damages" and/or "defense costs" regardless of the number of:

(1) Insureds;

(2) "Civil proceedings" brought against you by the HHS;

(3) "Suits" brought against you by the HHS;

(4) "Investigations" conducted by HHS, or

(5) "Violations" cited in such "civil proceedings" or "investigation."

4. With respect to the coverage provided by this Section **IV – HIPAA** only, Section **V – DEFINITIONS** is amended to include the following additional definitions:

a. "Civil proceeding" means an action by HHS arising out of actual or alleged "violations" pursuant to HIPAA and any amendments thereto.

b. "Damages" means civil penalties imposed by HHS pursuant to HIPAA and any amendments thereto.

c. "Defense costs" means the costs incurred in connection with the defense of any "civil proceeding" or "investigation" or "suit" pursuant to HIPAA and any amendments thereto, including, but not limited to, legal fees and other defense costs.

d. "Investigation" means an examination by HHS of an actual or alleged "violation(s)" of HIPAA and any amendments thereto. However, "investigation" does not include a compliance review.

e. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA and any amendment thereto.

V. Medical Payments

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all other terms of Section **III - LIMITS OF INSURANCE** to the greater of:

a. $20,000; or

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b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **COVERAGE C - MEDICAL PAYMENTS,** Subsection **1.a.(3)(b)** is deleted and replaced with the following.

   (b) The expenses are incurred and reported to us within three years of the date of the accident; and

VI. Athletic Activities

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

COVERAGE C – MEDICAL PAYMENTS, Exclusion 2.e. Athletic Activities is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in organized athletic events, not including practices for such events.

VII. Employee Defense Coverage

The following is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Exclusion **2.a. Expected or Intended Injury,** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Exclusion **2.a. Knowing Violation of Rights of Another:**

However, we will reimburse you for the sums that you voluntarily reimburse to your "employee" for the reasonable and necessary defense costs that the "employee" incurs in order to defend himself or herself against criminal charges made against him or her, but this insurance only applies if:

1. The alleged acts out of which such criminal charges arise are alleged to have:

   a. Arisen out of and in the course of your employment of the "employee"; and

   b. Been committed by your "employee" against a "client"; and

   c. Taken place during that period of time that the "employee" was employed by you; and

   d. Taken place during the policy period and in the "coverage territory"; and

2. All the criminal charges are either dismissed without prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

This exception does not apply to any reimbursement of sums that you voluntarily reimburse to your "employee" for the reasonable and necessary defense costs that he or she incurs in order to defend himself or herself against criminal charges made against him or her:

1. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft; or

2. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

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3. For any type of civil charge(s) whatsoever.

For the purpose of this Coverage Extension, "client" means a person who is under your direct care and supervision, including but not limited to a "resident.

The most we will pay under this defense extension is $25,000 aggregate limit.

VIII. Key and Lock Replacement – Janitorial Services Client Coverage

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "business client's" premises due to theft or other loss to keys entrusted to you by your "business client".

The most we will pay under this additional coverage for all loss or damage in any one "occurrence" and in the aggregate is $10,000.

We will not pay for loss or damage resulting from any dishonest or criminal act committed (including theft) by you, any of your partners, members, officers, "employees", managers, directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "business client" for any purpose, whether acting alone or in collusion with other persons.

The following term, when used on this coverage only, is defined as follows:

"Business client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

IX. Additional Insureds

Section **II – WHO IS AN INSURED** is amended as follows.

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted and replaced with the following.

   a. Coverage under this provision is afforded from when you acquire or form the organization until the end of the policy period.

2. Each of the following is also an insured:

   a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

   b. **Managers and Supervisors** –Your managers and supervisors, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to another "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

   c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively

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manage on the effective date of this Coverage Part. However, if other valid and collectible insurance is available to such organization or subsidiary, any coverage obligation will be limited as provided in **Section IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**

d. **Funding Source** - Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** - Any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you 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 that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state, governmental agency or subdivision, or political subdivision granting you a permit in connection with premises you own, rent or control and to which this insurance applies, but only with respect to the following hazards:

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

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(3) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(j) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

j. **As Required by Contract** - Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are

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included within and not in addition to the limits of insurance shown in the Declarations

k. **Owners, Lessees or Contractors** - Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured; or

(3) When required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

l. **State or Municipality** – any state or municipality as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or municipality has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

X. Duties in the Event of Occurrence, Claim or Suit

Section **IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2.** is amended as follows.

1. Subparagraph **a.** is amended to include the following:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

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2. Subparagraph **b.** is amended to include:

   This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership; or

   (3) An executive officer or insurance manager, if you are a corporation.

XI. Transfer of Rights of Recovery Against Others To Us

Section **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's Rights of Recovery prior to an "occurrence", provided the waiver is made in a written contract.

XII. Bodily Injury - Mental Anguish

Section **V – DEFINITIONS**, Paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

XIII. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, Section **V – DEFINITIONS,** Paragraph 14. "Personal and advertising injury" is amended as follows:

1. Subparagraph **b.** is deleted and replaced with the following:

   a. Malicious prosecution or abuse of process;

2. Subparagraph **e.** is deleted and replaced with the following:

   e. Oral or written publication, in any manner, of material that violates a person's right to privacy. As used in this subparagraph, publication includes the unauthorized release of your client's or your customer's individually identifiable medical information.

3. Section **V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

   h. Discrimination or humiliation against any third-party on account of religion, age, sex, handicap, appearance, health, mental disorder, marital status, race, color, creed or national origin, except when such discrimination or humiliation is:

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(1) Committed by, at the direction of, or with the knowledge of, you or any of your executives, officers or directors; or

(2) Related, directly or indirectly, to your employment of any person or persons, or

(3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

(4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative hearing.

The above does not apply to fines or penalties imposed because of discrimination.

XIV. Amendment – Liquor Liability Exclusion – Exception for Fundraising events

Section **I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion 2. c. Liquor Liability** is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any fundraising events.

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Berkshire Hathaway Specialty Insurance

Commercial Umbrella Liability Insurance Policy

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "named insured" shown in the Declarations and any other person or organization qualifying as a "named insured" under this policy.

The words "we", "us" and "our" refer to the company providing this insurance.

Words that appear in quotations have special meaning. See Section **V. DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies or because of "bodily injury" or "property damage" to which this insurance applies assumed by the "insured" under an "insured contract".

   The amount we will pay for damages is limited as described in Section **III. Limits of Insurance**.

2. This policy applies, only if:

   a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" and the "bodily injury" or "property damage" occurs during the "policy period"; and

   b. The "personal and advertising injury" is caused by an offense that takes place in the "coverage territory" arising out of your business, but only if the offense was committed during the "policy period".

3. This policy applies to "bodily injury" or "property damage", only if prior to the "policy period", no "insured" listed under subparagraphs **b.(1)**, **b.(2)**, **b.(3)** or **b.(5).** of Paragraph **8.** of Section **V. DEFINITIONS**, no executive officer or director listed under subparagraph **b.(4).** of Paragraph **8.** of Section **V. DEFINITIONS** and no "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such an "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" had occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

   "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed under subparagraphs **b.(1)**, **b.(2)**, **b(3)** or **b.(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" authorized

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by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".

4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under subparagraphs **b.(1), b.(2), b(3), or b(5)** of Paragraph **8.** of Section **V. DEFINITIONS**, any executive officer or director listed under subparagraph **b.(4)** of Paragraph **8.** of Section **V. DEFINITIONS** or any "employee" who was authorized by you to give or receive notice of an "occurrence", claim or "suit":

   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

   c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

6. We will indemnify the "named insured" for those sums in excess of the "retained limit" if we are prevented by law or statute from paying damages covered by this policy on behalf of the "insured".

B. Exclusions

1. Exclusions Applicable to Policy

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" caused by, resulting from, or with respect to any of the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". However, this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

b. Contractual Liability

Any liability for which the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

(1) That the "insured" would have in the absence of a contract or agreement; or

(2) Assumed in an "insured contract", provided "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract". Solely for the purposes of liability

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assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be damages because of "bodily injury" or "property damage" and included in the Limits of Insurance of this policy, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged; or

(3) to the extent of any coverage provided by "scheduled underlying insurance" for such liability the "insured" is obligated to pay as damages by reason of the assumption of liability in a contract or agreement, coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

c. Liquor Liability

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that "insured"; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period",

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Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

d. Various Laws

Any obligation of the "insured" under any of the following:

(1) The Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or

(2) Any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

(1) To liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft; or

(2) to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

f. Pollution

(1) Any "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" anywhere at any time;

(2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(3) Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing,

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treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of "pollutants".

However, Paragraph **(1)** of this exclusion will not apply if coverage for such "bodily injury" or "property damage" as is described in subparagraphs **(a)** through **(f)** below is provided by "scheduled underlying insurance":

(a) "Products-Completed Operations Hazard"

Paragraph **(1)** of this exclusion does not apply with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard" provided that "your product" or "your work" has not at any time by anyone been:

i. discarded, dumped, abandoned, thrown away; or

ii. transported, handled, stored, treated, disposed of or processed as waste.

(b) Hostile Fire

Paragraph **(1)** of this exclusion does not apply with respect to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(c) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph **(1)** of this exclusion does not apply to:

i. "bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;

ii. "bodily injury" or "property damage" for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any "insured", other than the additional insured.

(d) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph **(1)** of this exclusion does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such "insured" contractor or subcontractor.

(e) Fuels, Lubricants, Fluids – Auto

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Paragraph **(1)** of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" covered by "scheduled underlying insurance" or its parts, if:

i. the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

ii. the "bodily injury" or "property damage" does not arise out of the operation of any equipment described in subparagraphs **f.2.** and **f.3.** of the definition of "mobile equipment".

(f) Upset, Overturn or Damage of an "Auto"

Paragraph **(1)** of this exclusion does not apply to "occurrences" that take place away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by "scheduled underlying insurance" if:

i. the "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" covered by "scheduled underlying insurance"; and

ii. the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Coverage under this policy for such "bodily injury" or "property damage" as is described in subparagraphs **(a)** through **(f)** above will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance", subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that coverage provided by this policy will be no broader than the coverage provided by "scheduled underlying insurance".

g. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading and unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply:

(1) To a watercraft while ashore on premises you own or rent;

(2) To a watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

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(3) To liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

(4) To the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

h. Employment Practices

Any liability arising out of:

(1) Failure to hire any prospective "employee" or any applicant for employment;

(2) Dismissal, discharge or termination of any "employee";

(3) Failure to promote or advance any "employee"; or

(4) Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective "employee", including, but not limited to:

(a) Coercion, harassment of any kind, humiliation or discrimination;

(b) Demotion, evaluation, reassignment, discipline, or retaliation;

(c) Libel, slander, humiliation, defamation, or invasion of privacy; or

(d) Violation of civil rights.

This exclusion applies:

(a) Whether an "insured" may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property:

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(a) you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) owned or transported by the "insured" and arising out of the ownership, maintenance or use of a "auto";

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the "insured";

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Subparagraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Subparagraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Subparagraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to "Your Work"

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of "Your Product", "Your Work" or "Impaired Property"

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. No-Fault, Uninsured Motorist or Underinsured Motorist Laws

Any obligation of the "insured" under first party physical damage coverage, personal injury protection law, any no-fault law, uninsured motorist or underinsured motorist law, or any similar law.

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employees and Volunteers

Liability of any "employee" or "volunteer worker" qualifying as an "insured" under this policy arising out of "bodily injury", "property damage" or "personal and advertising injury":

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an "employee" of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of such injured "employee" or "volunteer worker" as a consequence of subparagraph **(1)** above;

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs **(1)** or **(2)** above; or

(4) Arising out of his or her providing or failing to provide professional health care services.

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Subparagraphs **(1), (2)** and **(3)** above do not apply to the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

r. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;

(2) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to indemnify any "suit", claim or similar proceeding arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

(3) "Bodily injury", "property damage" or "personal and advertising injury" for any obligation to defend any "suit", claim or similar proceeding against any "insured" for the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust or

(4) Bodily injury", "property damage" or "personal and advertising injury" for any obligation to, by or from any "insured" to pay any loss, cost or expense arising out of, resulting from, or in anyway related to the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

s. Employer's Liability

(1) "Bodily injury" to:

(a) An "employee" of the "insured" arising out of and in the course of:

i. Employment by the "insured"; or

ii. Performing duties related to the conduct of the "insured's" business; or

(b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

(2) This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply:

(a) To liability assumed by the "insured" under an "insured contract"; or

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(c) To the extent of any coverage provided for such "bodily injury" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance" subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

t. Nuclear Liability

(1) Any liability:

(a) With respect to which the "insured" is also an "insured" under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or similar agency or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability;

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

i. Any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; or

ii. The "insured" is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;

(c) For "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

i. The "nuclear material" is at any "nuclear facility" owned by the "insured" or operated by the "insured" or on the "insured's" behalf or has been discharged or dispensed therefrom;

ii. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the "insured" or on the "insured's" behalf; or

iii. The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **s.1.(c)iii.** applies only to "property damage" to such "nuclear facility" and any property thereat.

(2) As used in this exclusion:

(a) "Hazardous properties" includes radioactive, toxic or explosive properties;

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(b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(c) "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto;

(d) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(e) "Waste" means any waste material:

i. Containing "by-product material"; and

ii. Resulting from the operation by any person or organization of a "nuclear facility" included within the definition of "nuclear facility" below;

(f) "Nuclear facility" means:

i. Any "nuclear reactor";

ii. Any equipment or device designed or used for:

a) Separating the isotopes of uranium or plutonium,

b) Processing or utilizing "spent fuel"; or

c) Handling, processing or packaging "waste";

iii. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the "insured's" custody at the premises where such equipment or device is located consists of or contains more than twenty-five (25) grams of plutonium or uranium 233 or any combination thereof, or more than two-hundred-fifty (250) grams of uranium 235; or

iv. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste",

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(g) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; and

(h) "Property damage" includes all forms of radioactive contamination of property.

u. Automobile Liability

Arising out of the ownership, operation, maintenance, use, "loading or unloading" or entrustment to others of any "auto" owned, operated by, rented to, loaned to or leased to any "insured".

Notwithstanding paragraph **o.** above, this exclusion, however, does not apply to the extent of any coverage provided for such "bodily injury" or "property damage" by "scheduled underlying insurance", in which case coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance"

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subject to the "policy period", Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy; provided, however, that the coverage under this policy will be no broader than the coverage provided by "scheduled underlying insurance".

2.Additional Exclusions Applicable to Personal and Advertising Injury

In addition to the above exclusions, this insurance does not apply to any "personal and advertising injury" or any associated loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit":

a. Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

b. Arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of the "insured" with knowledge of its falsity;

c. Arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the "policy period";

d. Arising out of a criminal act committed by or at the direction of the "insured";

e. For which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement;

f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

h. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

i. Arising out of an electronic chat room or bulletin board any "insured" hosts, owns, or over which any "insured" exercises control;

j. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;

k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers;

l. Committed by any "insured" whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to the offenses of false arrest, detention or imprisonment, malicious prosecution, or the wrongful eviction from, wrongful entry into, or invasion of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

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m. Arising out of any act that violates any statute, ordinance, regulation or common-law of any federal, state or local government or jurisdiction, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

II. DEFENSE PROVISIONS

A. We will have the right and duty to defend any "suit" against the "insured" that seeks damages for "bodily injury", "property damage" or "personal and advertising injury" covered by this policy, even if the "suit" is groundless, false or fraudulent when:

1. The total applicable limits of "scheduled underlying insurance" have been exhausted by payment of damages to which this policy applies and the total applicable limits of "other insurance" have been exhausted; or

2. The damages sought because of "bodily injury", "property damage" or "personal and advertising injury" would not be covered by "scheduled underlying insurance" or any applicable "other insurance", even if the total applicable limits of either the "scheduled underlying insurance" or any applicable "other insurance" had not been exhausted by the payment of damages.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

B. We will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

C. When we assume the defense of any "suit" against the "insured" that seeks damages covered by this policy, we will:

1. Investigate, negotiate and settle the "suit" as we deem expedient; and

2. Pay the following supplementary payments to the extent that such payments are not covered by "scheduled underlying insurance" or any applicable "other insurance":

a. All expenses we incur;

b. Premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

c. Premiums on appeal bonds required by law to appeal a judgment in a "suit" for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;

d. All court costs taxed against the "insured" in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured;

e. Pre-judgment interest awarded against the "insured" on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest accruing after we make such offer;

f. Post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and

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g. The "insured's" expenses incurred at our request or with our consent.

D. Except as provided in Paragraph **A.** above, we will have no duty to defend any "suit" against the "insured". We will, however, have the right, but not the duty, to participate in the defense of any "suit" and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

E. We will not defend any "suit", or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph **C.** above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of damages and we will have the right to withdraw from the further defense of such "suit" by tendering control of said defense to the "insured".

III. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:

1. "Insureds";
2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits"; or
4. Coverages provided under this policy.

B. The General Aggregate Limit stated in Item 3. B. of the Declarations is the most we will pay for all damages under this policy, except for:

1. Damages included within the "products-completed operations hazard"; and
2. Damages because of "bodily injury" or "property damage" to which this policy applies, caused by an "occurrence" and resulting from the ownership, maintenance or use of an "auto" covered under "scheduled underlying insurance".

C. The Products-Completed Operations Aggregate Limit stated in Item 3. C. of the Declarations is the most we will pay for all damages included in the "products-completed operations hazard".

D. Subject to Paragraphs **B.** and **C.** above, the Each Occurrence Limit stated in Item 3. A. of the Declarations is the most we will pay for the sum of all damages arising out of any one "occurrence" or offense.

E. Subject to Paragraphs **B.** and **C.** above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written "insured contract" to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the Limits of Insurance you agreed to procure in such written "insured contract".

F. This policy applies only in excess of the "retained limit". If however, a policy shown in the Schedule of Underlying Insurance on the Declarations forming a part of this policy has a limit of insurance:

1. Greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
2. Less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.

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G. If the total applicable limits of "scheduled underlying insurance" are reduced or exhausted by the payment of damages to which this policy applies and the total applicable limits of applicable "other insurance" are reduced or exhausted, we will:

1. In the event of reduction, pay excess of the remaining total applicable limits of "scheduled underlying insurance" and any applicable "other insurance"; and

2. In the event of exhaustion, continue in force as underlying insurance.

H. Expenses incurred to defend any "suit" or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of "scheduled underlying insurance", then such expenses will reduce the applicable Limits of Insurance of this policy.

I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.

J. We will not make any payment under this policy unless and until:

1. The total applicable limits of "scheduled underlying insurance" have been exhausted by the payment of damages to which this policy applies and any applicable "other insurance" has been exhausted by the payment of damages; or

2. The total applicable "self-insured retention" has been satisfied by the payment of damages to which this policy applies.

When the amount of damages has been determined by an agreed settlement or a final judgment and **J.1.** and **J.2.** above have been satisfied, we will promptly pay on behalf of the "insured" the amount of such damages falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

K. If there is "scheduled underlying insurance" with a policy period that is non-concurrent with the "policy period" of this Commercial Umbrella Liability Insurance Policy, the "retained limit(s)" will only be reduced or exhausted by payments for:

1. "Bodily injury" or "property damage" which occurs during the "policy period" of this policy; or

2. "Personal and advertising injury" for offenses that are committed during the "policy period" of this policy.

IV. CONDITIONS

A. General Policy Conditions

1. Appeals

If the "insured" or the "insured's" underlying insurers do not appeal a judgment in excess of the total applicable limits of "scheduled underlying insurance", we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

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2. Audit

We may audit and examine your books and records as they relate to this policy at any time during the "policy period" of this policy and for up to three (3) years after the expiration or termination of this policy.

3. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of damages covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under "scheduled underlying insurance".

4. Cancellation

a. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

b. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

The "policy period" will end on the day and hour stated in the cancellation notice.

If we cancel, final premium will be calculated pro rata of the Advance Premium based on the time this policy was in force. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

If you cancel, final premium will be more than pro rata of the Advance Premium; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium, however, will not be less than the Minimum Premium shown in Item 5. of the Declarations.

c. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

d. The first "named insured" in Item 1. of the Declarations will act on behalf of all other "insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

e. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

5. Change In Control

If during the "policy period":

a. The first "named insured" designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or

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b. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first "named insured" designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury" and "property damage" that occur prior to the effective date of such transaction and "personal and advertising injury" that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for "bodily injury" or "property damage" that occurs on or after the effective date of such transaction and "personal and advertising injury" that takes place on or after the effective date of such transaction if the "named insured" notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the "named insured" fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the "named insured" shown in Item 1. of the Declarations or the end of the "policy period", whichever is earlier.

The provisions of paragraph **5.** shall only apply to transactions with third parties not under control or ownership of the "named insured" on the inception date of this policy.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

7. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

8. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your "employees" or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

9. Legal Actions Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a

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settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

10. Maintenance of Scheduled Underlying Insurance

You agree that during the "policy period":

a. You will keep "scheduled underlying insurance" in full force and effect;

b. The terms, definitions, conditions and exclusions of "scheduled underlying insurance" will not materially change;

c. The total applicable limits of "scheduled underlying insurance" will not decrease, except for any reduction or exhaustion of aggregate limits by payment of damages to which this policy applies; and

d. Any renewals or replacements of "scheduled underlying insurance" will provide equivalent coverage to and afford Limits of Insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

11. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the "other insurance". However, this provision will not apply if the "other insurance" is specifically written to be excess of this policy.

12. Premium Audit

The first "named insured" designated in Item 1. of the Declarations will be responsible for payment of all premiums when due. The premium for this policy will be computed on the basis set forth in Item 5. of the Declarations. At the beginning of the "policy period", you must pay us the Advance Premium shown in Item 5. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Total Minimum Annual Premium as shown in Item 5. of the Declarations for each twelve months of the "policy period".

The first "named insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

We may audit and examine your books and records as they relate to this policy at any time during the "policy period" of this policy, and for up to three (3) years after the "policy period".

13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first "named insured" designated in Item 1. of the Declarations, this insurance applies:

a. As if each "named insured" were the only "named insured"; and

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b. Separately to each "insured" against whom claim is made or "suit" is brought.

14. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first "named insured" designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

15. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

16. Violation of Economic or Trade Sanctions

If coverage for a claim or "suit" under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or "suit" will be null and void.

B. Loss Conditions

1. Duties in the Event of an Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" that may result in a claim or "suit" under this policy. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and any witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence".

Notice of an "occurrence" is not notice of a claim.

b. If a claim is made or "suit" is brought against any "insured" which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.

Written notice should be mailed, delivered, faxed or e-mailed to us at as provided in the Declarations with respect to notice in the event of a claim.

c. You and any other involved "insured" must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

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d. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

e. Knowledge of an "occurrence" or claim by an agent, servant or "employee" of yours or any other person shall not in itself constitute knowledge by you, unless a manager in your risk management department or legal department shall have received notice from said agent, servant, "employee" or any other person.

2. Transfer of Rights of Recovery

If any "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after loss to impair these rights and must help us enforce them.

Any recoveries will be applied as follows:

a. Any person or organization, including the "insured", that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

b. We then will be reimbursed up to the amount we have paid; and

c. Lastly, any person or organization, including the "insured" that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the "insured", in the ratio of their respective recoveries as finally settled.

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization.

V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

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4. "Coverage territory" means:

   a. The United States of America, including its territories and possessions, Puerto Rico and Canada; and

   b. If provided by "scheduled underlying insurance", anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

   If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") then coverage for that claim shall be null and void.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

8. "Insured" means:

   a. The "named insured";

   b. If you are designated in the Declarations as:

      (1) An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;

      (2) A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;

      (3) A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;

      (4) An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;

      (5) A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;

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c. Your "employees" other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

d. Your "volunteer workers" only while performing duties related to the conduct of your business;

e. Any person (other than your "employee" or "volunteer worker") or organization while acting as your real estate manager;

f. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

g. Any person or organization, other than the "named insured", included as an additional insured under "scheduled underlying insurance", but not for broader coverage than would be afforded by such "scheduled underlying insurance".

Notwithstanding any of the above:

(1) No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1. of the Declarations; and

(2) No person or organization is an "insured" under this policy who is not an "insured" under applicable "scheduled underlying insurance". This provision shall not apply to any organization set forth in the definition of "named insured" in subparagraphs **13.b.** or **13.c.**

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

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(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the "insured", if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the "insured's" rendering or failure to render professional services, including those listed in paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in subparagraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in subparagraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment", but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on "auto" or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered "autos".

13. "Named insured" means:

a. Any person or organization designated in Item 1. of the Declarations;

b. As of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any "bodily injury" or "property damage" that occurred or any "personal and advertising injury" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

c. After the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the "policy period" in which you maintain an interest of more than fifty percent (50%), provided that:

(1) Coverage provided to such organization under this paragraph does not apply to any "bodily injury" or "property damage" that occurred or any "personal and advertising injury" that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and

(2) You give us prompt notice after you acquire or form such organization.

Subject to the provisions of subparagraphs **c.(1)** and **c.(2)** above, a partnership, joint venture or limited liability company that you acquire or form during the "policy period" may be added as an "insured" only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the "policy period".

You agree that any organization, to which subparagraphs **b.** and **c.** above apply, will be required to be included as an "insured" under applicable "scheduled underlying insurance". If you fail to comply with

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this requirement, coverage under this policy will apply as though the organization was included as an "insured", under the highest applicable limit of "scheduled underlying insurance".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "occurrence".

15. "Other insurance" means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, "other insurance" does not include "scheduled underlying insurance", the "self-insured retention" or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

16. "Personal and advertising injury" means injury arising out of your business, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringement upon another's copyright, trade dress or slogan in your "advertisement".

17. "Policy period" means the period of time from the effective date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any "insured";

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data includes, but is not limited to, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Retained limit" means the greater of the following amounts:

a. The total applicable limits of "scheduled underlying insurance" and any applicable "other insurance" providing coverage to the "insured"; or

b. The "self-insured retention" applicable to each "occurrence" that results in damages not covered by "scheduled underlying insurance" nor any applicable "other insurance" providing coverage to the "insured".

22. "Scheduled underlying insurance" means:

a. The policy or policies of insurance and Limits of Insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and

b. Automatically any renewal or replacement of any policy in subparagraph **a.** above; provided that such renewal or replacement provides equivalent coverage to and affords Limits of Insurance equal to or greater than the policy being renewed or replaced.

"Scheduled underlying insurance" does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

22. "Self-insured retention" means the amount that is shown in Item 4. of the Declarations.

23. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this policy applies are alleged.

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"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

24. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

25. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

26. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

27. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

The providing of or failure to provide warnings or instructions.

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SAM.GOV

BOYS & GIRLS CLUBS OF TACOMA & PIERCE COUNTY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
WNLQCLFCDM61	**5HJS7**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Feb 12, 2027**	
Physical Address	Mailing Address	
3875 S 66TH ST STE 101 **Tacoma, Washington 98409-2471** **United States**	**3875 S 66TH ST STE 101** **Tacoma, Washington 98409-2471** **United States**	

Business Information

Doing Business as	Division Name	Division Number
BOYS AND GIRLS CLUBS OF SOUTH PUGET SOUND	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Washington 06	**Washington / United States**	**www.bgcsps.org**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 16, 2026	**Feb 12, 2026**	**Jun 2, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 21, 1954	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

Non-Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **Yes**	Debt Subject To Offset **No**
EFT Indicator **0000**	CAGE Code **5HJS7**
EFT Indicator **0002**	CAGE Code **79YK2**

Points of Contact

Electronic Business

Carrie Holden, President/CEO

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Tacoma, Washington 98409
United States

Cindy Nguyen, Director of Finance

3875 S 66TH Street STE 101
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Carrie Holden, President/CEO

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Tacoma, Washington 98409
United States

Past Performance

Hayley Bruemmer, Development Services Manager

3875 S 66TH ST
STE 101
Tacoma, Washington 98409
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.