

GENERAL

This describes the requirements for installing a Lift Elevator on a two-story building.

PROCEDURE

1. A building floorplan (available at the Management Office) must be included with your Architectural Control Committee Application, with locations of proposed changes being well marked in a contrasting color.
2. Installation must be done by a licensed contractor, who shall complete and sign the attached Contractor Acceptance Agreement. A copy is to be given to the ACC.
3. Before the Association will approve installation of any elevator (“Lift”) that can be shared and/or utilized on Association Common Area property, the following requirements must be agreed to by each of the requesting record Owner(s)/Member(s) and the Association:
 - a. The persons who reside in the Units referenced in the notarized Use Permit Agreement (UPA) (attached) are agreeing to be responsible to meet all terms and conditions of the UPA and these Specifications. These persons shall be referred to herein as the “Requesting Members”.
 - b. Each Requesting Member agrees to maintain the Lift at their own expense and in accordance with all terms and conditions contained herein. Specifically, the Requesting Members of Units 1 through 4 (described more fully in the Joint UPA, hereinafter referred to as the “Agreement”) understand and agree that they shall share, jointly and severally, the ownership of the Lift as part their own personal property and that no lien encumbrance shall attach to the Lift or the Common Area at any time.
 - c. Each Requesting Member agrees that the installation and operation of the Lift shall comply will all applicable governmental regulations.
 - d. Each Requesting Member agrees at their joint expense to obtain all permits or licenses necessary for the installation and operation of the Lift, prior to its operation and throughout its continued operation and to provide copies to the Association for its files as requested by the Association, and on an annual basis.
 - e. Each Requesting Member understands and agrees to provide the Association with architect drawn plans, and a report with the seal of a structural engineer which certifies the structural stability and integrity of the

modifications necessary to install, support and maintain the elevator. Each Requesting Member also agrees to pay for any and all additional reports or plans the Association may request to enable the Board to decide on the structural soundness of the Lift and modifications to the Common Area.

- f. Prior to commencing installation or operation of the Lift, each Requesting Member agrees to purchase additional liability insurance and add an endorsement to each of their existing comprehensive general liability insurance policy through an A-rated, California admitted liability insurance carrier covering the liability associated with the purchase, installation, maintenance, and operation of the Lift on the Association's Common Area, and to cover any property damage or any bodily injuries or wrongful death which may occur and to name the Association and Professional Community Management ("Seabreeze") as additional insureds on those policies.
- g. The liability insurance must have a total liability limit of not less than \$5,000,000.00, or \$1,000,000.00 per each Requesting Member, whichever is greater, for risk arising out of the presence, maintenance, and/or operation of the Lift and to cover any property damage or any bodily injuries or wrongful death which may occur. Each Requesting Member must deliver to the Association, certificates of insurance and the named insured endorsements setting forth and confirming the identity of the insurance carrier, the limits of coverage and the type of coverage. Each Requesting Member must provide the Association with certificates of insurance and named insured endorsements setting forth this information at the commencement of each new policy period hereafter. In no event, shall the total liability insurance coverage for the Lift ever be less than \$5,000,000.00 regardless of the number of Requesting Members participating in the cost of said insurance coverage, and each Requesting Member agrees to notify the Association immediately of any change, modification, or cancellation in coverage.
- h. Each Requesting Member agrees that regardless of the original number of Requesting Members involved in purchasing, installing and/or using the Lift, the remaining Member(s) must continue to provide the above described liability insurance coverage at the same \$5,000,000.00 policy limit for the presence, Maintenance and operation of the Lift and to cover any property damage or any bodily injuries or wrongful death which may occur, or the Association will require the Lift be shut down, turned off and not used by anyone.
- i. Each Requesting Member agrees to purchase an annual Lift maintenance contract, for any period not covered by a manufacturer's or installer's

maintenance and repair warranty, from a company authorized and licensed to perform said maintenance and to maintain said maintenance contract in place at the Member(s) joint expense throughout the existence of the Lift on Association Common Area. Each Requesting Member agrees to continue to carry the above-described maintenance contract throughout the existence of the Lift on Association Common Area. Each Requesting Member agrees to provide the Association with an executed copy of said maintenance agreement at the commencement of the maintenance agreement which shall in any event be within two (2) months of the shared usage of said Lift and, again, at the commencement of each term of the maintenance agreement thereafter. In any event, at all times.

- j. The cost and responsibility of the Lift for maintenance, repair, replacement, proper and safe operation, and ongoing cleaning will be exclusively, jointly, and severally, that of each Requesting Member.
- k. The Requesting Members shall also provide the Association with copies of annual inspection reports of the Lift as required by the appropriate governmental entities and shall also post the required licenses and inspection reports in the Lift.
- l. Each Requesting Member agrees to pay into an interest-bearing escrow account at a federally insured financial institution designated by the Association the total sum of \$5,000 prior to the shared usage of the Lift. Said escrow account will be for the express purpose of paying for the actual cost of the removal of the Lift, the cost of patching, painting, and repairing the building and Lift installation site following its removal and the cost of replacing the guardrail or wall at all floor stops above the ground floor of the building. In the event that the reasonable actual cost of removing the Lift and restoring the premises to the condition as it existed prior to the installation of the Lift exceeds \$5,000, then each Requesting Member will be jointly and severally liable for the cost of said removal and repair and also agree herewith to be specifically assessed on their Association account for any additional amount pursuant to the Association's Governing Documents and California law. Upon removal or the shutting down of the Lift, any unused escrow funds shall be promptly refunded to each Requesting Member or to their successor-in-interest of the Requesting Member who contributed the funds is no longer the record Owner of the Unit. An automatic rollover certificate of deposit escrow account may be set up to require signatures of both the HOA Board Members and each Requesting Member their successor-in-interest in order to end the automatic rollover and close the account.

- m. Each Requesting Member will have a key for the operation of the Lift and hereby agrees that they, and their co-habitants are the only persons authorized to operate and use the Lift.
- n. The rights of Requesting Members to use the Lift are transferable only on the sale, transfer, or lease of a Unit to a successor-in-interest; and with Board approval, if the successor agrees in writing to fully assume each and every one of the responsibilities imposed herein and has an amendment to the UPA or a new UPA prepared and recorded. Upon such recordation, the successor in interest will then be considered to be a Requesting Member.
- o. Each Requesting Member must execute a UPA pursuant to which said Member(s) agree to perform and be bound by all terms and conditions contained herein. A copy of these Lift/Elevator Specifications shall be attached to the UPA and shall be made a part thereof.
- p. The Association reserves the right to revoke the UPA for good cause on thirty (30) days notice, including breach of the terms of the UPA and failure to insure and maintain the Lift properly and safely. The Association also reserves the right to amend the terms of the UPA and these Specifications upon thirty (30) days notice.
- q. Each Requesting Member individually, jointly and severally accepts all liability and responsibility for any and all damages and injuries resulting to themselves, the Lift, Requesting Member('s/s') Property, the Common Area, structures adjacent to the Lift, and all persons and other real or personal property, including, but not limited to damages and injuries arising from or related to the design, construction, installation, use, repair, removal, modification, replacement or improvement of the Lift.
- r. Each Requesting Member individually, jointly and severally agrees to indemnify the Association, its members, officers, directors, agents, Seabreeze representatives and employees, and their successors-in-interest to the Unit(s), and to save and hold them harmless, covenant not to sue, and to defend them at Member(s) sole and joint expense, from any liability or claims, lawsuits, demands, damages, costs or judgments that the Association, its members, officers, directors, agents, representatives and employees may suffer, arising out of or in any manner related to the Lift, including but not limited to construction, installation, use, maintenance, repair, operation or improvement of the Lift.
- s. Each Requesting Member shall individually, jointly and severally be responsible to reimburse the Association upon demand for any damages, attorneys' fees, losses, costs and judgments, including all increased

insurance costs to the Association, resulting to the Association from the Lift,' including but not limited to the design, construction, installation, use, operation, repair or improvement of the Lift in connection with the Unit(s), the Common Area, or failure to properly maintain or use the Lift.

- t. If there is a dispute regarding the need for removal or shutting down of the Lift, each Requesting Member agrees to submit such dispute to the Board of Directors for a determination. Such determination will be final and binding, and all Requesting Members agree to be bound by such decision and to not institute any legal proceedings, ADR proceedings, claims or lawsuits over the Board's determination.
- u. Each Requesting Member agrees and represents that they will not look to the Association or hold the Association responsible to disclose to potential buyers or lessees of the Unit(s) and/or adjacent property any information concerning the Lift or the UPA, and the Association shall have no obligation to disclose such information. The UPA and these Lift/Elevator Specifications will be recorded in the Orange County Recorder's Office and each Requesting Member agrees and represents they understand this and will provide notice and disclosure of the UPA and Lift/Elevator Specifications to any prospective lessee or buyer.
- v. Each Requesting Member understands and agrees that upon breach by any Requesting Member of these Specifications or the UPA, the Association may demand the removal or shutting down of the Lift. The Association may demand, and each Requesting Member must turn over all keys for the Lift to the Association.
- w. If, at any time, there is no Requesting Member willing to assume all of the responsibilities in the UPA and these Specifications, the Association may demand the Lift be removed or shut down, and each Requesting Member must turn over all keys for the Lift to the Association.
- x. No Requesting Member or any other person shall acquire any ownership rights or interest in the Common Area or the Lift beyond what is stated in these Specifications or in the UPA.
- y. No Requesting Member or any other person may remove, alter, modify, replace, or abandon the Lift without the express written consent of the Association,
- z. The lift shall be painted "Champagne" as specified by Conquest AccessAbility, Inc. If another manufacturer is used, the requesting unit owner(s) must submit brochures with their original Architectural Control

Committee Application clearly showing the specific unit desired and its color. Color of the Lift is subject to prior written approval by the Architectural Control Committee (ACC). All other exposed equipment and conduit shall be painted to match the building to which it abuts per Maintenance Specification for Exterior Painting.

- aa. Any conduit installed must be installed to minimize the amount of exposed conduit.
- bb. All submitted drawings shall be approved by HB Department of Planning and Building and stamped by a licensed civil engineer.
- cc. After installation, the Members installing the lift will reimburse the Association to have an independent licensed structural engineer survey and verify the safety and proper installation of the lift.

HUNTINGTON LANDMARK
20880 Oakridge Lane – Huntington Beach, CA 92646
Architectural Control Committee (ACC) Application and Use Permit Agreement (UPA)

ACC Standard Number and Name: (Note: Complex projects may require multiple applications)	
Owner Name:	Date:
Address and Unit #:	
Home Phone #:	Mobile Phone#:
Email:	Unit Model:

1. Scope of work:

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2. I have read and understand the Specifications applicable to my request. It is my responsibility to provide the Specifications to my contractor and be sure they read and understand them. I understand that my contractor needs to read and sign the Contractor Acceptance Agreement and that it is for my protection.
3. I understand and acknowledge that any damages to Association property resulting from actions of the contractor I hired are my responsibility and I will be held liable, which may include removal of the improvement and/or repairs to be done at my cost.
4. I understand the entity performing the work must be properly licensed and insured.
5. I understand that in certain major structural alterations the Association may need to bring in the services of an outside consultant for evaluation of plans, to monitor progress, perform final inspections, etc. and in such instances I, the owner, will be held financially responsible.

Owner Signature:	Date:
Contractor Name:	License #:
Contractor Address:	Contractor Phone#:

*******BELOW FOR ACC USE ONLY *******

Tentative Approval by:	1.	2.	Date:
Waiting to Receive:			
Application Denied by:	1.	2.	Date:
Approved to Commence by:	1.	2.	Date:
Final Inspection and Approval by:	1.	2.	Date:

CONTRACTOR ACCEPTANCE AGREEMENT

Owner Name:	Address and Unit #:
Standard Number and Name:	
Scope of Work:	

As Contractor for the above stated project, I certify that I have read all the applicable Architectural Control Committee (ACC) Standards and Maintenance Standards for the work I have been hired by the Unit owner to perform, I understand them, and I am able to comply with all items.

I understand that the ACC or their representative will inspect all work I have done when the owner notifies Management that they have been completed.

Further, I understand that should I fail to meet all requirements described within the Standards, I am required, **at my expense – not that of the owner who hired me**, to make necessary changes and corrections to bring the work into compliance.

I am providing my *Certificate of Worker's Compensation* or a letter declaring sole proprietorship, including a statement describing exemption due to "no employees" for the project file.

I am providing **two Certificates of Liability Insurance** and the **Additional Insured Blanket Endorsement** for the project file with each certificate naming one of the following:

1. **Seabreeze Management**
26840 Aliso Viejo Parkway Suite #100
Aliso Viejo, CA 92656

And

2. **Huntington Landmark**
20880 Oakridge Lane
Huntington Beach, CA 92646

Contractor Printed Name and License #:
Contractor Signature and Date:
Owner Signature and Date:

Owner Printed Name:	Unit #:
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STANDARD CONTRACTOR REQUIREMENTS

1. All work is to be performed by a licensed and insured contractor per California law.
2. A copy of the pertinent ACC Standards, the ACC approval letter and the City of Huntington Beach permits must be kept available on the job site for the duration of the project.
3. All trash and material generated at the project site must be transported out of Huntington Landmark property by the contractor. Trash and material from the project cannot be placed in Association trash containers – the owner is responsible for all costs to remove trash and material is found in Association trash containers.
4. The term “contractor” includes their employees, agents, subcontractors, suppliers, and any other person under their cognizance.
5. Work hours are designated Monday through Saturday, 7:30 am to 6:00 pm with the exception of emergencies.
6. No unnecessary noise, radios, or boom boxes – be considerate of other residents.
7. Safety cones, yellow tape and any other type of precautionary items are to be in place by contractor at and around the project site when necessary.
8. Construction site must be left clean each day.
9. Construction items such as sand, cement, and dirt must not be placed on streets, walkways, or grass without protective underlying ground cover in place.
10. Parking restrictions, fire lanes, and speed restrictions must always be observed and respected.
11. Contractors are to park on the street – not in Resident-only parking spaces adjacent to the garages.
12. Contact security at the Atlanta gate if you are unsure where to park.
13. No signs advertising the contractor may be posted at any time.
14. All contractor vehicles must be clearly identified with signage indicating to whom they belong. A dashboard permit must be obtained at the Atlanta gate security.
15. Owner must provide a copy of these requirements to their contractor.

Contractor Signature:	Date:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY NAME ADDRESS PHONE	CONTACT INSURER NAME: INSURER	
	PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER A: CARRIER NAME	XXXX
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	X	Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					BODILY INJURY (Per person) \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ X000000.00
						E.L. DISEASE - EA EMPLOYEE \$ X000000.00
						E.L. DISEASE - POLICY LIMIT \$ X000000.00

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

CERTIFICATE HOLDER **CANCELLATION**

Seabreeze Management 26840 Aliso Viejo Parkway Suite 100 Aliso Viejo, CA 92656	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 Rep. Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPANY NAME ADDRESS PHONE	CONTACT INSURER PHONE (A/C, No, Ext): XXX-XXX-XXXX		FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com		
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CARRIER NAME		XXXX
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			NAIC #

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	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00 MED EXP (Any one person) \$ X00000.00 PERSONAL & ADV INJURY \$ X000000.00 GENERAL AGGREGATE \$ X000000.00 PRODUCTS - COMP/OP AGG \$ X000000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ X000000.00 E.L. DISEASE - EA EMPLOYEE \$ X000000.00 E.L. DISEASE - POLICY LIMIT \$ X000000.00

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

CERTIFICATE HOLDER Huntington Landmark 20880 Oakridge Lane Huntington Beach, CA 92646	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 Rep. Signature
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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE COPY