

## LEASE AGREEMENT

LEASE AGREEMENT made as of November 12, 2018, between the City of Appleton, a Wisconsin Municipal Corporation, (hereinafter called the "Landlord"), Lamers Bus Lines, Inc. a Wisconsin Corporation, 2407 South Point Road, Green Bay, WI 54313 (hereinafter called the "Tenant").

1. **PREMISES.** The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the store space of approximately six hundred (600) square feet in the east portion of the space at the north end of the Valley Transit Transfer Center building located at 100 East Washington Street. The Landlord will provide one (1) parking stall for Tenant's buses located at the northern most stall on the east side of Oneida Street. Tenant, in turn, agrees to park its buses only in this designated stall. The store space and bus stall are collectively referred to herein as the "lease premise".
2. **TERM.** The term of this Lease Agreement shall be three (3) years commencing on November 12, 2018. The parties agree to negotiate the terms and conditions for any extension of this lease in good faith commencing at least ninety (90) days before the end of the Lease term. If negotiations are initiated but an agreement cannot be reached then the Lease shall terminate at the end of the lease term. This Agreement will remain in effect if negotiations are not completed by the end of the term. Both parties acknowledge their desire to establish a long-term lease. Any additional contract period shall not exceed ten (10) years but can be in smaller increments.
3. **RENT.** The rent for the term of this Lease shall be \$500 per month plus utility payments of \$235 per month, payable in monthly installments due by the 10<sup>th</sup> day of each month. The Landlord will maintain vending machines in the west portion of the store space at the north end of the Center, and the Tenant shall not operate any vending machines in the Center. The Tenant will be responsible for the utility and janitorial services in their portion of the Center. The Tenant will provide the following "in-kind" contributions in addition to the above-described rental payment: notifying the appropriate City officials in case of an emergency at the Center (emergency defined as any incident that a reasonable person would conclude that police, fire, or other public safety departments should be contacted); and providing transit information to passengers who request it. The Landlord will provide the following "in-kind" contributions: snow removal, landscaping services, and garbage removal (from the large outdoor receptacles at northeast end of the building).
4. **SECURITY DEPOSIT.** The Tenant will pay to the Landlord a security deposit of Five Hundred Dollars (\$500) which will be returned to Tenant upon termination of this Lease or extension, if any, provided there is no damage to the leased premises, ordinary wear and tear and casualty loss excepted.
5. **SIGNS.** Tenant and Landlord agree that the Landlord has the right to approve all signage

and the use of signs for advertising purposes in windows and on exterior walls of the leased premises and Center. All signs must conform with the City of Appleton's sign code. Also, the use of company or manufactured advertising signs or posters are considered acceptable, subject to Landlord approval, such consent shall not be unreasonably withheld or delayed.

6. **USE.** It is presently contemplated that the leased premises will be used as a Tenant's bus station with ancillary services of gifts, package delivery, and money orders permitted. Any other use of the leased premises must have prior written consent of the Landlord which consent shall not be unreasonably withheld or delayed.
7. **POSSESSION.** Landlord shall deliver to Tenant full and complete possession of the leased premises on the date of the commencement of this Lease, free and clear of the rights of any and all other tenants.
8. **MAINTENANCE AND REPAIR.** The Tenant shall maintain the interior space of the leased premises in good condition and repair at its own expense (see par. 4). The Landlord shall maintain the interior of the remaining portion of the building and the exterior of the entire building at its own expense.
10. **UTILITIES.** The Tenant will be responsible for a monthly utility charge of \$235 per month, as set forth in paragraph four (4) above.
11. **CONSTRUCTION OF THE PREMISES.** The leased premises the Landlord will provide Tenant will be a "fully completed shell" containing approximately six hundred (600) square feet of space that includes floor covering, a ceiling made of materials consistent with the contemplated use, lighting fixtures in place, a small storage area, plumbing and electrical work finished to the extent necessary to provide service to the available space, painted walls, and appropriately finished ingress to and egress from the leased premises, all to Tenant's approval for the contemplated use and design. Tenant agrees to complete the remaining construction necessary for use of the leased premises for Tenant approved uses. All construction will comply with all applicable building and health codes. The Landlord reserves the right to approve the interior design blueprints before construction bids are let, which approval shall not be unreasonably withheld or delayed. Tenant will not be allowed to encumber this property in any fashion including but not limited to construction liens.
12. **ALTERATIONS.** The Tenant, may from time to time, as it deems necessary, alter, remodel, and redecorate the leased premises at its own expense. The Landlord reserves the right to approve any alterations, remodeling, and redecorating before bids are let, which approval shall not be unreasonably withheld or delayed. Tenant will not be allowed to encumber this property in any fashion including, but not limited to, construction liens.
13. **REMOVAL OF TRADE FIXTURES.** Upon termination of this Lease at the end of

the original term or any extension and renewals thereof the Tenant shall have the right to remove, at its own expense from the lease premises, all trade fixtures which it may have installed in the building. The Tenant shall be liable for any damage to the leased premises caused by the removal of any trade fixtures.

14. **ASSIGNMENT AND SUBLEASING.** Tenant shall not be allowed to assign or sublet any or all of the leased premises, to any other person, firm, or corporation without first obtaining the written consent of the Landlord.

In the event of such assignment or sublease, Tenant shall remain liable to the Landlord for the payment of rent then due or to become due, and for the performance of all other obligations of Tenant hereunder for the balance of the term of this Lease.

Tenant shall have the right to grant licenses and enter into with contractual agreements with agents, ground transportation operators, charter operators, package deliverers, telegraphic, monetary or other transmittal operators and other businesses related to the Tenant's operations without the prior consent of Landlord.

15. **INSURANCE.** The Landlord will be responsible for insuring the Center building by purchasing, at its own expense, fire, windstorm, and extended coverage insurance. Tenant will be responsible for insuring any furniture, equipment, machinery, goods, and supplies not covered by this Lease that Tenant brings upon the leased premises.

The Tenant also shall procure, at its own expense, a public liability policy that meets the minimum City of Appleton insurance requirements as shown in Exhibit A.

16. **WAIVER OF SUBROGATION.** The Landlord and the Tenant shall not be liable to each other for any business interruption or any loss or damage to property or injury to or death to persons occurring on the premises or in any manner growing out of or connected with the Tenant's use and occupation of the premises, or the condition thereof, whether or not caused by the negligence or other fault of the Landlord or the Tenant or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply to the extent that such business interruption, loss or damage to property, or injury to or death of persons is coverage by insurance or self-insurance retention, regardless of whether such insurance is payable to or protects the Landlord, or the Tenant, or both of them. Nothing in this paragraph shall be construed to impose any other or greater liability upon the Landlord or the Tenant than would have existed in the absence of this paragraph.

17. **DAMAGES TO OR CONDEMNATION OF LEASED PREMISES.** In the event of a partial destruction by fire or other casualty or in the event of a partial condemnation of the leased premises (partial destruction or condemnation meaning less than fifty percent (50%) of the replacement cost of the building), the leased premises shall be repaired as speedily as possible by and at the expense of the Landlord from the proceeds of the insurance policy called for by this Lease or from the condemnation award or settlement. If the partial destruction shall render a portion of the premises unfit for use, the rent hereunder shall

abate proportionately to the percentage of floor space rendered tenantable or unfit for use, from the date of such damage until restoration is completed.

If all the Premises or a substantial portion thereof is taken by condemnation or under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"); this Lease, at Tenant's sole discretion, shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first. If any other taking (of the Premises or otherwise) adversely and substantially affects Tenant's use, access, or rights of ingress or egress of or to the Premises, then Tenant may elect to terminate this Lease as of the date the condemning authority takes possession. Tenant's election to terminate shall be made in writing within thirty (30) days after Landlord has given Tenant written notice of the taking (or in the absence of such notice, within fifteen (15) days after the condemning authority has taken possession). If Tenant does not terminate this Lease in accordance with this section, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Premises to Tenant. In addition, Landlord, at its expense, shall promptly repair any damage to the Premises caused by condemnation and restore the remainder of the Premises to the reasonable satisfaction of Tenant.

In the event of a complete destruction of the leased premises (meaning more than fifty percent (50%) of the replacement value of the building), either party shall have the right, for a period of thirty (30) days, from the date of such damage, to terminate this Lease. Such termination shall be effected by notifying the other party in writing, which notice shall be served or given by registered or certified mail to the last known address of the other party. Upon the giving of such notice, this Lease shall be terminated and cancelled, and the leased premises surrendered by the Tenant as of the date of the damage, and any advance rental which may have been paid by the Tenant for periods from and after the date of the damage shall be refunded to the Tenant. In the event of such termination or cancellation, all of the proceeds of the insurance carried on the premises in accordance with the terms of this Lease, shall become the sole and exclusive property of the Landlord excepting insurance proceeds for Tenant's personal property and/or leasehold improvements under policies carried by Tenant.

In event that neither party gives notice to terminate to the other, the building shall be repaired as speedily as reasonably possible by the Landlord out of the proceeds of the insurance with an equitable abatement of the rents corresponding to the time and to the extent to which the leased premises are rendered untenable for Tenant's use and occupancy, in its normal manner of operation.

18. **DEFAULT.** In the event Tenant shall default or breach any of the covenants or agreements herein contained, or if the Tenant shall be adjudged bankrupt or insolvent, make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant's property, or if Tenant shall abandon the leased premises, the Landlord may elect, as its option, to consider the Tenant in default. If Tenant shall default hereunder and such default shall continue for a period of thirty (30) days after written notice thereof by Landlord, then

it shall be lawful for Landlord to cancel this Lease and enter into and take possession of the leased premises and remove all persons and their property therefrom, provided that if the default be of such a nature so as to require more than thirty (30) days to cure. Tenant shall not be deemed to be in default hereunder and if after the receipt of the aforesaid written notice, Tenant shall cure such default with due diligence.

In the event such default is not cured within the time above provided, then Landlord may re-let the leased premises or any part thereof, on such terms as it shall deem best, and ally the proceeds of the re-letting, less expenses of the same, on the rents due under the terms of this Lease and hold Tenant liable for any deficiency.

All rights and remedies of the Landlord shall be deemed nonexclusive and shall be cumulative. The failure of Landlord to insist upon strict performance of any term, covenant, or condition hereof shall not be deemed as a waiver of its other rights or remedies, and shall not be deemed a waiver of any subsequent breach or default.

19. **SURRENDER OF LEASED PREMISES.** Upon the termination of this Lease, the Tenant will surrender the leased premises to the Landlord in as good a condition as received, reasonable wear and tear incident to Tenant's business, fire, windstorm, or other casualty normally covered under the extended coverage endorsement and other causes beyond Tenant's control excepted. If the Tenant continues to occupy the leased premises after the term hereof, then, and in any such event, such occupancy shall be deemed to be a tenancy from month to month only, at the monthly rent paid, and Upon the other terms and conditions of this Lease as herein set forth, except for the Lease term. Either party may terminate such month-to-month tenancy by giving the other party thirty (30) days' notice in writing.
20. **INSPECTION.** Tenant shall allow Landlord and its agents free access at all reasonable times to the leased premises for the purpose of inspection of such premises.
21. **MISCELLANEOUS PROVISIONS.**
  - a.) The Landlord agrees not to place coffee machines or machines vending foodstuffs anywhere in the Center building or property.
  - b.) No street vendor shall be able to operate within one hundred (100) feet of the property lines, where the Center building is located, including the picnic/park area. All other standards for street vendors as adopted on March 18, 1985 by the Street and Sanitation Committee of the City of Appleton apply.
  - c.) The Landlord agrees to include the Tenant's store in any promotions or advertisements relating to the Center.
  - d.) The Landlord agrees that no cigarettes, tobacco products, and no beer or other alcohol beverages will be sold on the leased premises.

22. **NOTICES.** All notices given hereunder shall be in writing, sent by certified mail, return receipt requested, postage prepaid, if to the Tenant address first above written, and if to the Landlord at 801 Whitman Avenue, Appleton, WI 54914, Attention: Ronald McDonald
23. **SUCCESSORS.** It is agreed that the conditions and provisions of this Lease shall bind and inure to the benefit of the respective successors and assigns to the parties hereto.
24. **WORDS AND PHRASES.** Words and phrases herein shall be construed as in the singular or plural number and as feminine and masculine gender according to the contexts.
25. **PARAGRAPH HEADINGS.** Paragraph headings are inserted primarily for convenience, and if they conflict with the text in the construction of the Lease, the text shall control.
26. **ADA ACCESSIBILITY.** The leased premises comply with the Americans with Disabilities Act's provisions for "reasonable accommodation."
27. **HAZARDOUS MATERIALS.** Landlord shall furnish Tenant with existing environmental reports, studies or audits concerning the Premises. Tenant will comply with all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any existing environmental materials or Hazardous Materials on the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense (including reasonable attorneys' fees) that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not directly resulting from Tenant's activities on the Premises. The environmental report, study or audit required in this Section must be provided to Tenant not later than thirty (30) days prior to the Commencement Date.
27. **TERMINATION.** Either party may terminate the agreement 180 days following the delivery of a written notice to the other party, except for termination as provided in Section 18. Tenant and Landlord will be responsible for adhering to all applicable sections of this agreement during the 180-day period.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

City of Appleton, Landlord

Witness: [Signature]  
Printed Name: Antonia Stoske

By: [Signature]  
Timothy M. Hanna, Mayor

Witness: [Signature]  
Printed Name: Beverly A. Searvogel - Graikowski

By: [Signature]  
Kami Lynch, City Clerk

Approved as to form:

[Signature]  
James P. Walsh, City Attorney  
City Law A18-0829

Lamers Bus Lines, Inc., Tenant

Witness: [Signature]  
Printed Name: Sherry Eisch

By: [Signature]  
Printed Name: ALLEN LAMERS  
Title: President

Witness: [Signature]  
Printed Name: Sherry Eisch

By: [Signature]  
Printed Name: KEVIN LAMERS  
Title: CORP Secretary

**IR 2.1 SMALL EXPOSURE JOBS**

**City of Appleton**

**Insurance Requirements**

Lease Agreement - Lamers Bus Lines, Inc.

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

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate ..... \$2,000,000
- Fire Damage limit — any one fire ..... \$50,000
- Medical Expense limit — any one person ..... \$5,000
- Watercraft Liability, (protection and indemnity coverage) IF the project  
work includes the use of, or operation of any watercraft..... \$1,000,000  
NOTE: per occurrence for bodily injury and property damage
- Products/Completed Operations coverage must be carried for two years after  
acceptance of completed work.

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance

Exhibit A



requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property (If applicable):**

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

### 3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain commercial general liability (if applicable watercraft liability), automobile liability, workers' compensation and employers liability, (if applicable aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding umbrella liability, contained in Section 1 above.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

#### **Bond Requirements**

- **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
- **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

#### **Property Insurance Coverage to be provided by the Contractor**

- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
- Coverage will be on a **Replacement Cost basis**.
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.

- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

**Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**

- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
- Limits of Liability:
  - \$500,000 each loss for bodily injury, property damage, environmental damage
  - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if “Wrongful Delivery” is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
  - If the policy is an Occurrence or a Claims Made Form
  - If the defense costs reduce the limit of liability
  - If the policy covers motor vehicle loading and unloading claims
  - If there is an underground storage tank or a super fund exclusion
  - If there is a Contractual Liability Exclusion
  - If Bodily Injury includes mental anguish and emotional distress

**Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.

**Watercraft liability protection and indemnity coverage** to be provided by the Contractor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2018

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Nadine Sanders	
Alliance Insurance Centers LLC		<b>PHONE (A/C, No, Ext):</b> (920) 330-9000	<b>FAX (A/C, No):</b> (920) 330-9001
3138 Market St		<b>E-MAIL ADDRESS:</b> nsanders@allianceinsurancecenters.com	
Green Bay WI 54304		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Acuity	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>		<b>NAIC #</b>	
Lamers Bus Lines Inc		14184	
2407 South Point Rd			
Green Bay WI 54313			

**COVERAGES**                      **CERTIFICATE NUMBER: 18/19 CERT LIST**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	966215	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	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) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			966215	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	708841	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Appleton, and its officers, council members, agents, employees and authorized volunteers are listed as an additional insured on the general liability on a primary and non-contributory basis including products and completed and ongoing operations. General Liability and Workers Compensation Waiver of Subrogation applies. 30 Day notice of cancellation or non-renewal applies.

**CERTIFICATE HOLDER**

City of Appleton  
 801 S. Whitman Avenue  
 Appleton, WI 54914

**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  
 Pat Walsh/NS 

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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

CG-7298(5-13)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an insured:
  - a. 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; and
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

This insurance does not apply to:

- a. *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:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. *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 site 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.

**ACUITY ENHANCEMENTS - GENERAL LIABILITY**

CG-7301(11-14)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Ball Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

a. 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;

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards

at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, in-