

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

Permit Number: 080896
PERMIT ISSUED
JUL 17 2008
CITY OF PORTLAND

This is to certify that 28 MONUMENT SQUARE LLC
has permission to Blackboard Side Walk Sign to be shared with vendors at the Public Market
AT 27 MONUMENT SQ PERMIT NO. 027 F002001

provided that the person or persons who apply for and accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission is procured before this building or part thereof is occupied or service is provided. 4 HOUR NOTICE REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature] 8/14/08
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0896	Issue Date:	CBL: 027 F002001
-----------------------	-------------	---------------------

Location of Construction: 27 MONUMENT SQ	Owner Name: 28 MONUMENT SQUARE LLC	Owner Address: 22 MONUMENT SQ	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Side Walk	Zone: B-3

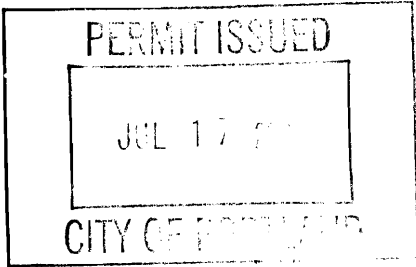
Past Use: Portland Public Market	Proposed Use: Portland Public Market- Blackboard Side Walk Sign to be shared w/ all 4 vendors at the Market	Permit Fee: \$48.00	Cost of Work: \$48.00	CEO District: 1
Proposed Project Description: Blackboard Side Walk Sign to be shared w/ all 4 vendors at the Public Market		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>U</i> Type: <i>Side Walk Sign</i>	
		Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: ldobson	Date Applied For: 07/22/2008	Zoning Approval
-----------------------------	---------------------------------	------------------------

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>8/8/08 ABM</i>	Date: _____	Date: <i>ABM</i>



CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0896	Date Applied For: 07/22/2008	CBL: 027 F002001
------------------------------	--	----------------------------

Location of Construction: 27 MONUMENT SQ	Owner Name: 28 MONUMENT SQUARE LLC	Owner Address: 22 MONUMENT SQ	Phone:
Business Name:	Contractor Name:	Contractor Address:	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Signs - Side Walk	

Proposed Use: Portland Public Market- Blackboard Side Walk Sign to be shared w/ all 4 vendors at the Market	Proposed Project Description: Blackboard Side Walk Sign to be shared w/ all 4 vendors at the Public Market
---	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 08/08/2008

Note: **Ok to Issue:**

- 1) This permit is being issued with the condition that the sign be placed within 10' of the building because that is considered the sidewalk. Beyond ten feet is part of the park.
- 2) All sidewalk signs shall be removed when the business is closed or while any snow or ice exists on the walkway within eight feet of the sign in any direction. All sidewalk signs shall be located near the curb rather than the building face. The sidewalk shall maintain a width of no less than 4 1/2 feet of unobstructed sidewalk width perpendicular to major flows. For a single tenant listing, the maximum width is 24 inches or less if needed for the 4.5 feet of unobstructed sidewalk width. The maximum height of a sidewalk sign is 40 inches to the top of the sign in place. The minimum height of a sidewalk sign is 30 inches to the top of the sign in place.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 08/14/2008

Note: **Ok to Issue:**

- 1) The sidewalk sign must only advertise for the tenants of the Public Market.
- 2) The sidewalk sign must be located within 10' of the door.

Comments:

8/12/2008-tmm: hold - check w/Mary C in legal - sign located in designated contractual area

Schedule Inspection | Add | Find | Print Permit | Print C of O | Print Insp | Invoicing | Taxes Due | Close

Prmt | Text93 | 3730 | Constr Type | Other | Num1 | 80896

Permit Nbr | 08-0896 | Location of Construction | 27 | MONUMENT SQ | Appl. Date | 07/22/2008
 Status | Hold | Permit Type | Signs - Side Walk | Issue Date |
 CBL | 027 F002001 | District Nbr | 1 | Estimated Cost | \$48.00 | Date Closed |

Comment Date	Comment	Add	Delete	Save	Print
08/12/2008	hold - check w/Mary C in legal - sign located in designated contractual area				
	Name tmm	Follow Up Date	Completed	<input type="checkbox"/>	

CreatedBy | Idobson | CreateDate | 07/23/2008 | ModBy | tmm | ModDate | 08/12/2008
 Time | 10:36 AM | Time | 10:23 AM



Signage/Awning Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: Sidewalk Sign at 28 Monument Square Public Market House		
Tax Assessor's Chart, Block & Lot Chart# 27 Block# F Lot# 2	Owner: 28 Monument Square LLC 40 Alan Mooney	Telephone: 828-1969
Lessee/Buyer's Name (If Applicable) Public Market House	Contractor name, address & telephone:	Total s.f. of signage x \$2.00 - \$18 Per s.f. plus \$30.00/\$65.00 For H.D. signage = Total Fee: \$ 48.00 Awning Fee = cost of work _____ Total Fee: \$ 48.00

Who should we contact when the permit is ready: **Kris Horton** phone: **807-8207**

Tenant/allocated building space frontage (feet): Length: **45'** Height: _____
 Lot Frontage (feet) **45'** Single Tenant or Multi Tenant Lot **Multi** **30" x 40"**

Current Specific use: **retail market (food) - Public Market House consists of 4 separate vendors - All 4 vendors will share this one sidewalk sign (black board on each side)**

If vacant, what was prior use: _____
 Proposed Use: _____

Information on proposed sign(s):
 Freestanding (e.g., pole) sign? Yes No _____ Dimensions proposed: _____ Height from grade: _____
 Bldg. wall sign? (attached to bldg) Yes _____ No _____ Dimensions proposed: _____

Proposed awning? Yes _____ No Is awning backlit? Yes _____ No _____
 Height of awning: _____ Length of awning: _____ Depth: _____
 Is there any communication, message, trademark or symbol on it? Yes _____ No _____
 If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.

Information on existing and previously permitted sign(s):
 Freestanding (e.g., pole) sign? Yes _____ No _____ Dimensions: _____
 Bldg. wall sign? (attached to bldg) Yes No _____ Dimensions: **3' x 90'**
 Awning? Yes _____ No _____ Sq. ft. area of awning w/communication: _____

A site sketch and building sketch showing exactly where existing and new signage is located must be provided. Sketches and/or pictures of proposed signage and existing building are also required.

Please submit all of the information outlined in the Sign/Awning Application Checklist. Failure to do so may result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

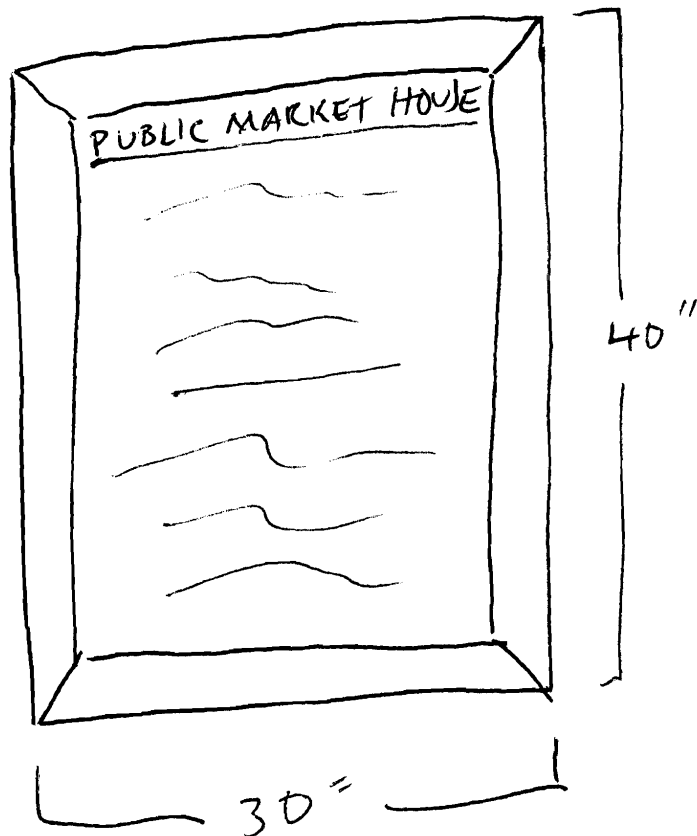
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: 	Date: 7/21/08
---	----------------------

This is not a permit; you may not commence ANY work until the permit is issued.
meets dimensions. 30" x 40"

Sketch of Proposed Sign

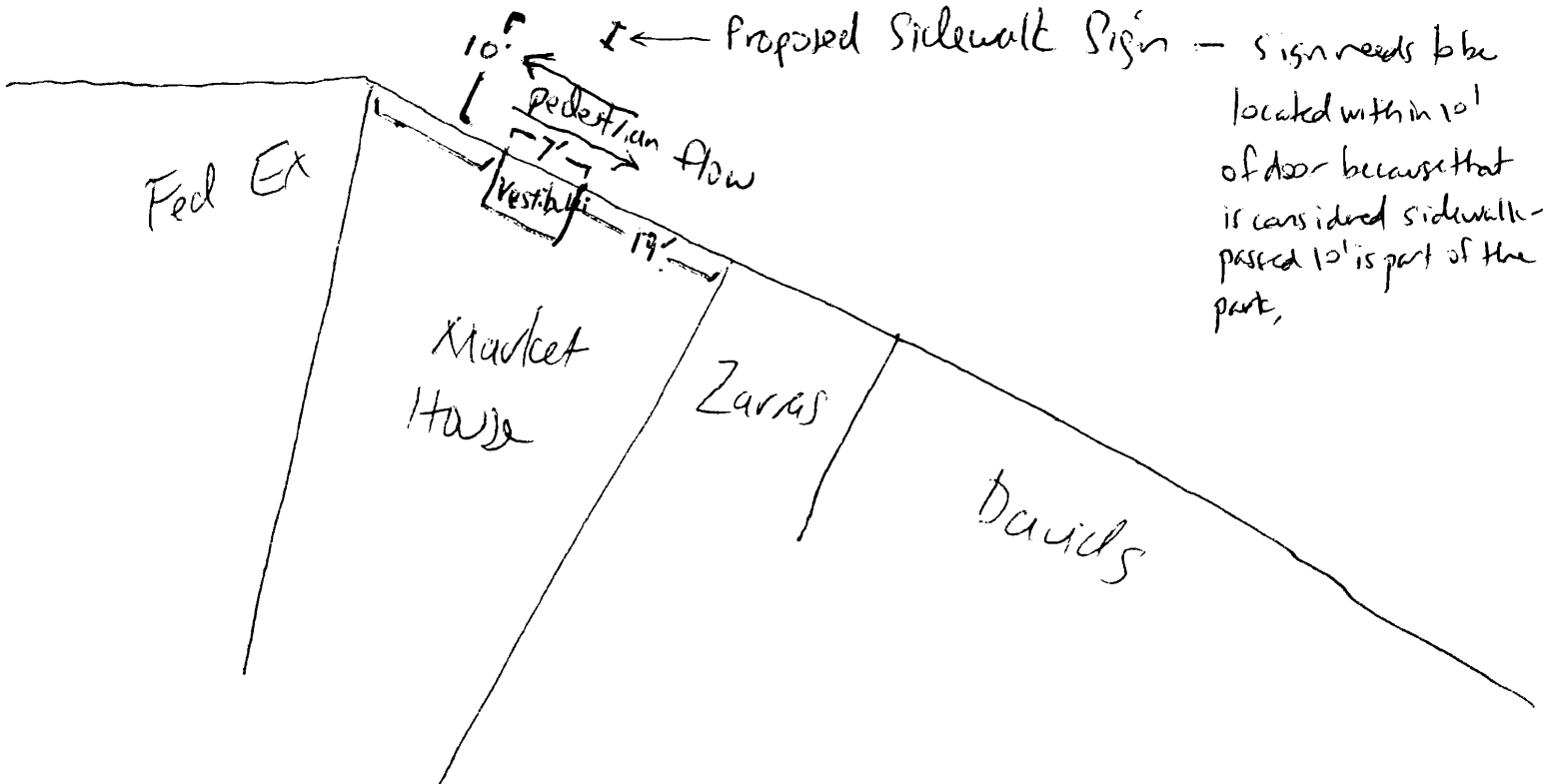
2-sided blackboard-type
sidewalk sign



Sketch of Lot

Congress St.

Monument Square



Andrew Braceras

From: <khorton21@earthlink.net>
To: "Alan Mooney" <hamooney@criterium-engineers.com>; "Andrew Braceras" <abraceras@maine.rr.com>; "Bill Milliken" <mill_portland@yahoo.com>; "Martha Elkus" <melkus@maine.rr.com>
Sent: Monday, July 21, 2008 8:38 PM
Subject: Re: sign

Thank you Alan. Kris

-----Original Message-----

From: Alan Mooney
To: khorton21@earthlink.net
Cc: David C. Verrill
Cc: Bill Milliken
Cc: Martha Elkus
Sent: Jul 21, 2008 8:26 PM
Subject: RE: sign

Kris,

Thanks for the description. That is acceptable. Let me know if you need anymore from us.

...Alan

-----Original Message-----

From: khorton21@earthlink.net [mailto:khorton21@earthlink.net]
Sent: Monday, July 21, 2008 3:32 PM
To: Alan Mooney
Subject: Re: sign

Hi Alan, the sign is 30 by 40 inches free standing wooden frame, blackboard on each side and in compliance with city requirements. Please let us know if you need any more info. Thanks, Kris -----

Original Message-----

From: Alan Mooney
To: Kris Horton
Cc: Bill Milliken
Cc: David C. Verrill
Sent: Jul 18, 2008 2:19 PM
Subject: sign

Kris,

I got your voice mail. Please send me an e-mail with some information about the size of the sign and a brief description so I know what I am approving. I will respond quickly. Thanks!

..Alan

Sent via BlackBerry by AT&T

Sent via BlackBerry by AT&T

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization :

**CITY OF PORTLAND
389 CONGRESS STREET
PORTLAND, ME 04101**

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The Following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

MIDDLESEX MUTUAL ASSURANCE CO.

BUSINESSOWNERS POLICY DECLARATIONS

Insured's Name and Mailing Address

MARKET VENDORS LLC
 C/O KRISTIN HORTON, PRESIDENT
 28 MONUMENT SQUARE
 PORTLAND, ME 04101

Policy

No. CB 0100031375

INCEPTION (Mo. Day Yr.)(12:01 AM Standard Time at your mailing address)

10/27/2007

EXPIRATION (Mo. Day Yr.)

10/27/2008

IF SUPPLEMENTAL DECLARATION

SUPPLEMENTAL DECLARATION

RENEWAL OR REWRITE OF NO.

CB 0100031375

Business Description:
 PUBLIC MARKET

Form of Business

Individual Partnership Other
 Corporation Joint Venture

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

DESCRIBED PREMISES

Premises No. Bldg. No. Location

Forms Applicable:

Standard Special

Mortgage Holder Name and Address

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

SEE ATTACHED SCHEDULE

PROPERTY

PREM. NO.	BLDG. NO.	PREM. NO.	BLDG. NO.	PREM. NO.	BLDG. NO.

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

Deductible \$

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

OPTIONAL COVERAGES

SEE ATTACHED SUPPLEMENTAL DECLARATIONS

LIABILITY AND MEDICAL PAYMENTS

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to paragraph D.4. of the Businessowners Liability Coverage Form.

Limits of Insurance

Liability and Medical Expenses	\$ 2,000,000
Medical Expenses	\$ 5,000 per person
Fire Legal Liability	\$ 100,000 any one fire or explosion

TOTAL PREMIUM

\$ 454

FORMS AND ENDORSEMENTS: SEE ATTACHED SCHEDULE

During the past three years no insurer has canceled any insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

COUNTERSIGNATURE DATE 09/21/2007	AGENCY AT 260 MAIN ST BIDDEFORD, ME 04005-035	AGENT AND NUMBER PAQUIN & CARROLL, INC 1512
-------------------------------------	---	---

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON POLICY CONDITIONS AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

MIDDLESEX MUTUAL ASSURANCE CO.

POLICY SCHEDULE

Policy Number: CB 0100031375
Named Insured: MARKET VENDORS LLC
C/O KRISTIN HORTON, PRESIDENT

Page 1 of 1

DESCRIPTION OF PREMISES - ADDRESSES

Premis. No.	Bldg. No.	Address		
001	001	28 MONUMENT SQUARE	PORTLAND	ME 04101

DESCRIPTION OF PREMISES - OCCUPANCY

Premis. No.	Bldg. No.	Occupancy	Construction	Protection
001	001	BAKERIES	JOISTED MASONRY	02

COVERAGES PROVIDED

Premis. No.	Bldg. No.	Coverage	Limit of Insurance	Inflation Guard	Deductible	Replacement Cost
001	001	BUSINESS PERSONAL PROPERTY	\$ 25,000		\$ 500	X

OPTIONAL COVERAGES DEDUCTIBLE - \$250

OPTIONAL COVERAGES

Premis. No.	Bldg. No.	Coverage	Limits
001	001	MONEY & SECURITY - ON PREMISES	\$ 10,000
001	001	MONEY & SECURITY - OFF PREMISES	\$ 5,000
001	001	EMPLOYEE DISHONESTY	\$ 10,000

MORTGAGE HOLDERS - NONE

NW 09/21/2007

FORM SCHEDULE

Forms and Endorsements made a part of this policy at time of issue:

Form	Edition	Description
BOP DEC	01 98	BOP DEC
POLICY SCHED	01 98	POLICY SCHEDULE
FORMS SCHED	01 98	BUSINESSOWNERS FORMS SCHEDULE
BP0002	12 99	BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
BP0006	01 97	BUSINESSOWNERS LIABILITY COVERAGE FORM
BP0009	01 97	BUSINESSOWNERS COMMON POLICY CONDITIONS
BP0123	01 87	BUSINESSOWNERS STANDARD FIRE POLICY PROVISION
BP0148	01 97	MAINE CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
BP0417	01 96	EMPLOYMENT - RELATED PRACTICES EXCLUSION
BP0418	06 89	AMENDMENT - LIQUOR LIABILITY EXCLUSION
BP0439	01 96	ABUSE OR MOLESTATION EXCLUSION
IL0003	07 02	CALCULATION OF PREMIUM
IL0247	07 02	MAINE CHANGES - CANCELLATION AND NONRENEWAL
IL0913	04 98	INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY
MBP700	01 03	BUSINESSOWNERS SPECIAL BROADENING ENDORSEMENT
1540	01 03	EQUIPMENT BREAKDOWN COVERAGE
MBP514	07 97	LOSS PAYMENT ENDORSEMENT
MBP520	07 97	DEDUCTIBLE ENDORSEMENT
BP0415	01 97	SPOILAGE COVERAGE
BP0448	01 97	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
MBP0577	01 03	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
MBP830	01 05	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
MBP835	01 07	CONDITIONAL EXCLUSION OF TERRORISM



Middlesex Mutual Assurance Company
Middletown, Connecticut

**BUSINESSOWNERS SPECIAL
BROADENING
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
BUSINESSOWNERS LIABILITY COVERAGE FORM**

<u>SCHEDULE</u>			
	COVERAGE	LIMIT OF INSURANCE	AMENDED LIMIT OF INSURANCE
A.	Accounts Receivables	\$10,000	N/A
B.	Additional Insured – Contract, Agreement or Permit	Included	
C.	Additional Insured – Vendors	Included	
D.	Aggregate Limit Per Project or Location	Included	
E.	Arson Reward	\$10,000	
F.	Debris Removal	35%	
G.	Employee Dishonesty	\$10,000	N/A
H.	Expanded Business Personal Property “in the open or not”	Increased to 1,000 ft.	
I.	Fine Arts	\$10,000	N/A
J.	Fire Department Service Charge	\$10,000	
K.	Forgery and Alterations	\$10,000	
L.	Loss of Business Income From Dependent properties	Included up to 12 months / \$10,000 max.	
M.	Money and Securities	\$10,000 On Premises \$5,000 Off Premises	N/A N/A
N.	Money Orders and Counterfeit Paper Currency	\$10,000	
O.	Newly Acquired Locations	50% of the Building(s) Limit of Insurance of the premises described on the Declaration for 60 days from acquisition 50% of the Business Personal Property Limit of Insurance of the premises described on the Declaration for 60 days from acquisition	
P.	Ordinance or Law	Coverage 1: \$10,000 Coverage 2: \$10,000 Coverage 3: \$10,000	N/A N/A N/A
Q.	Outdoor Property	\$10,000	
R.	Outdoor Signs	\$10,000	N/A
S.	Personal Effects	\$10,000	
T.	Personal Property Off Premises	\$10,000	N/A
U.	Valuable Papers and Records	\$10,000	N/A
V.	Water Back Up and Sump Overflow	\$10,000	

Includes copyrighted materials of Insurance Services Offices, Inc, with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

PREMISES NO.	BLDG. NO.	DESCRIPTION OF PERISHABLE STOCK	LIMIT OF INSURANCE	DEDUCTIBLE
1	1	PERISHABLE ITEMS	\$5,000	\$250

REFRIGERATION MAINTENANCE AGREEMENT	BREAKDOWN OR CONTAMINATION	CAUSES OF LOSS	POWER OUTAGE
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

The Businessowners Property Coverage Form is extended to insure against direct physical loss of or damage to "perishable stock" indicated in the Schedule, caused by the Covered Cause(s) of Loss, as provided by this endorsement.

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following provisions (A. through I. inclusive) apply to the coverage provided by this endorsement:

A. Paragraph **A.1. Covered Property** is replaced by the following:

1. Covered Property

Covered Property means "perishable stock" shown in the Schedule at the described premises, if the "perishable stock" is:

a. Owned by you and used in your business; or

b. Owned by others and in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.6.d.(3)(b)**.

B. The following is added to Paragraph A:2. Property Not Covered:

- g. Property located:
- (1) On buildings;
 - (2) In the open; or
 - (3) In vehicles

C. Paragraph **A.3. Covered Causes Of Loss** is replaced by the following:

3. Covered Causes of Loss

Subject to the exclusions described in item E. of this endorsement, Covered Causes of Loss means the following as indicated in the Schedule:

a. **Breakdown or contamination**, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises shown in the Schedule; or

(2) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the Schedule.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

b. **Power Outage**, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.5. Coverage Extensions** of the Businessowners Standard Property Coverage Form does not apply.

Paragraph **A.6. Coverage Extensions** of the Businessowners Special Property Coverage Form does not apply.

E. Paragraph **B. Exclusions** is replaced by the following:

B. Exclusions

1. Of the Exclusions contained in paragraph **B.1.** of the Businessowners Property Coverage Form, only the following apply to Spoilage Coverage:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;

- f. War And Military Action; and
- g. Water.

2. The following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an electrical utility company or other power source to provide sufficient power due to:

- (1) Lack of fuel; or
- (2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Section **D. Deductibles** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

G. Conditions

1. Under **Property Loss Conditions**, item d. of Condition **6. Loss Payment** is replaced by the following:

d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

2. The following condition applies in addition to the **Businessowners Common Policy Conditions, Property Loss Conditions** (as modified in 1. above) and **Property General Conditions**:

Additional Condition Refrigeration Maintenance Agreements

Refrigeration Maintenance Agreements

If Breakdown or Contamination is designated as a Covered Cause of Loss and a refrigeration maintenance agreement is shown as applicable in the Schedule, the following condition applies:

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Breakdown or Contamination Covered Cause of Loss will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the "insured location", and the servicing and repair of the equipment, including emergency response at the "insured location".

H. Paragraph G. **Optional Coverages** does not apply.

I. The following is added to the **Definitions**:

"Perishable Stock" means property:

- a. Maintained under controlled temperature or humidity conditions for preservation; and
- b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.