

City of Portland

NOV 10 2010

PERMIT ISSUED

Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 101327

This is to certify that BROWN I.B. & SONS /Scarboro Signs

has permission to Hanging sign for "The Trust for Public Land"

AT 20 DANFORTH ST

CID# 040-D001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine 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 written permission procured before this building or part thereof is altered or otherwise used-in. 2. HOUSING NOTICE IS 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

Sam Bank 11/10/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

CITY OF PORTLAND, MAINE
Department of Building Inspections

Original Receipt

10.22.20 10

Kisa Preble

306 Broadway Suite 101c

Person \$ _____ Building Fee: _____

\$ _____ Site Fee: _____

Certificate of Occupancy Fee: _____

Total: 112

Plumbing (15) _____ Electrical (12) _____ Site Plan (12) _____

0.1

558 Total Collected: 112

Work is to be started until permit issued.
Keep original receipt for your records.

Signature

City's Copy
No Copy
Copy

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-1327	Date Applied For: 10/22/2010	CBL: 040 D001001	
Location of Construction: 20 DANFORTH ST	Owner Name: BROWN J B & SONS	Owner Address: PO BOX 207	Phone:
Business Name: 	Contractor Name: Scarboro Signs	Contractor Address: 680 US Rt. 1 Scarborough	Phone: (207) 883-6796
Lessee/Buyer's Name: 	Phone: 	Permit Type: Signs - Permanent	

Proposed Use: Commercial -Mixed Use - Hanging sign for "The Trust for Public Land"	Proposed Project Description: Hanging sign for "The Trust for Public Land" - 24" x 41"
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Dept: Historic Status: Approved with Conditions Reviewer: Deborah Andrews Approval Date: 11/05/2010
Note: Ok to Issue: ☒

1) * Style of sign bracket to match existing sign brackets on building.

* Bracket to align vertically with other first floor sign brackets on building. (If the building owner chooses, the existing sign brackets may be raised slightly to accommodate the desired higher position of the applicant's bracket.) In no event shall there be a disparity in bracket heights

Dept: Zoning Status: Approved with Conditions Reviewer: Ann Machado Approval Date: 10/25/2010
Note: Tenant fit up permit #10-0186. Ok to Issue: ☒

1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

Dept: Building Status: Approved with Conditions Reviewer: Jeanine Bourke Approval Date: 11/10/2010
Note: Ok to Issue: ☒

1) Signage installation to comply with Chapters 31 & 32 of the IBC 2003 building code.

2) Encroachments into public ways must be a minimum of 8' above grade per section 3202 of IBC 2003.

Comments:

11/5/2010-gg: received from historic as of 11-05-10. /gg

PERMIT ISSUED

NOV 10 2010

City of Portland

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.**

 X **Final inspection required at completion of work.**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

PERMIT ISSUED

NOV 10 2010

City of Portland



Signage/Awning Permit Application

If you or the property owner owns 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: <u>30 Danforth Street</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>40</u> Block# <u>D</u> Lot# <u>1</u>	Owner: <u>J.B. Brown & Sons</u> <u>34 Danforth St.</u>	Telephone: <u>774-5908</u>
Lessee/Buyer's Name (If Applicable) <u>Trust for Public Land</u>	Contractor name, address & telephone: <u>Scarban Sign</u> <u>608 US Rt. 1</u> <u>Scarborough ME 04074</u>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/\$65.00 For H.D. signage= Total Fee: \$ _____ Awning Fee= cost of work _____ Total Fee \$ _____

Who should we contact when the permit is ready: Lisa Preble phone: 772-7424 ext. 5

Tenant/allocated building space frontage (feet): Length 40' Height 12'
Lot Frontage (feet) _____ Single Tenant or (Main Tenant) Lot _____

Current Specific use: office
If vacant, what was prior use: law space
Proposed Use: office

Information on proposed sign(s): 24" x 41" 2-sided
~~Freestanding (e.g. pole sign)~~ Yes ☒ No ☐ Dimensions proposed: 24" x 41" Height from grade: 9'
Bldg. wall sign? (attached to bldg) Yes ☒ No ☐ Dimensions proposed: 24" x 41"

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: _____ At 377 Fore St.
Bldg. wall sign? (attached to bldg) Yes ☒ No ☐ Dimensions: _____
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: Lisa Preble

Date: 7/14/10

This is NOT a permit; you may not commence ANY work until the permit is issued.

B-3 said from ~~tenant~~ tenant

2x40 = 80 ft

24" x 41" = 984 sq ft = 6.83 @ 142

2 x 3.5 7 + 30 + 75 = 112

THE
TRUST
for
PUBLIC
LAND



Maine Office
377 Fore St.
Third Floor
Portland, ME
04101

T: (207) 772-7424
F: (207) 772-7420
www.tpl.org

July 20, 2010

City of Portland
Building Inspections Office
Room 315
389 Congress Street
Portland, ME 04101

To Whom It May Concern:

Reference: Signage Permit Application

Enclosed please find our application for a sign permit and any required fee. The Trust for Public Land is moving our Portland field office from 377 Fore Street to 30 Danforth Street, Suite 106, on July 28, 2010.

A copy of this letter and all attachments is being provided to Ms. Deb Andrews, Historic Preservation, along with required documents for her review.

The Trust for Public Land is very active with the City on projects such as the current Bayside Trail work and in the past, the Eastern Promenade, as examples. It is very important to us and our national office in San Francisco that we show a strong presence in the Portland community. For this reason, signage at the Danforth Street location is very important to us and our donors and partners.

We look forward to hearing from you concerning our application, and thank you for your time and consideration.

Sincerely,

Wolfe Tone
Maine State Director

Enclosures

cc: Deb Andrews





Date 10/15/10

**HISTORIC PRESERVATION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS**

Pursuant to review under the City of Portland's Historic Preservation Ordinance (Chapter 14, Article IX of the Portland City Code), application is hereby made for a Certificate of Appropriateness for the following work on the specified historic property:

PROJECT ADDRESS:

30 Danforth Street

CHART/BLOCK/LOT: 40-D-7 (for staff use only)

PROJECT DESCRIPTION: Describe below each major component of your project. Describe how the proposed work will impact existing architectural features and/or building materials. If more space is needed, continue on a separate page. Attach drawings, photographs and/or specifications as necessary to fully illustrate your project— see following page for suggested attachments.

(past)
Metal bracket (like forged iron)
to be affixed to brick and sign
will hang on bracket, similar
to photo provided of current
signage at 377 Fore Street and
consistent with signage other
JB Brown tenants display per
photo provided.

After July 28:
30 Danforth St, Ste. 106
Portland, ME 04101

CONTACT INFORMATION:

current
APPLICANT The Trust for
Name: Public Land
Address: 377 Fore St,
Fl. 3 Portland, ME
Zip Code: 04101
Work #: 207 772 7424
Cell #: -
Fax #: 207 772 7420
Home: -
E-mail: lisa.poble@tpl.org

BILLING ADDRESS

Name: _____
Address: Same

Zip: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

CONTRACTOR

Name: _____
Address: _____

Zip Code: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

PROPERTY OWNER

Name: J.B. Brown & Sons
Address: 36 Danforth St
Portland, ME
Zip Code: 04101
Work #: 774-5908
Cell #: _____
Fax #: _____
Home: _____
E-mail: veroneau@jb.brown.com

ARCHITECT

Name: _____
Address: _____

Zip: _____
Work #: _____
Cell #: _____
Fax #: _____
Home: _____
E-mail: _____

Lisa C. Poble
Applicant's Signature

Veroneau
Owner's Signature (if different)

Activities Requiring Approval in Historic Districts

If your property is located within a historic district or is an individually designated historic structure, it is necessary to receive approval before proceeding with any exterior alteration, construction activity or site improvement that will be visible from a public way. Following is a list of activities requiring review. Please check all those activities that apply to your proposed project.

Alterations and Repair

- ☐ Window and door replacement, including storms/screens
- ☐ Removal and/or replacement of architectural detailing (for example porch spindles and columns, railings, window moldings, and cornices)
- ☐ Porch replacement or construction of new porches
- ☐ Installation or replacement of siding
- ☐ Masonry work, including repointing, sandblasting, chemical cleaning, painting where the masonry has never been painted, or conversely, removal of paint where the masonry historically has been painted
- ☐ Installation or replacement of either roofing or gutters when they are a significant and integral feature of the structure
- ☐ Alteration of accessory structures such as garages

Additions and New Construction

- ☐ Building additions, including rooftop additions, dormers or decks
- ☐ Construction of accessory structures
- ☐ Installation of exterior access stairs or fire escapes
- ☐ Installation of antennas and satellite receiving dishes
- ☐ Installation of solar collectors
- ☐ Rooftop mechanicals

~~Signage and Exterior Utilities~~

- ☒ Installation or alteration of any exterior sign, awning, or related lighting
- ☒ Exterior lighting where proposed in conjunction with commercial and institutional signage or awnings
- ☐ Exterior utilities, including mechanical, plumbing, and electrical, where placed on or near clearly visible facades

Site Alterations

- ☐ Installation or modification of site features other than vegetation, including fencing, retaining walls, driveways, paving, and re-grading

Moving and Demolition

- ☐ Moving of structures or objects on the same site or to another site
- ☐ Any demolition or relocation of a landmark contributing and/or contributing structure within a district

Note: Your project may also require a building permit. Call Building Inspections (874-8703) to make this determination.

ATTACHMENTS

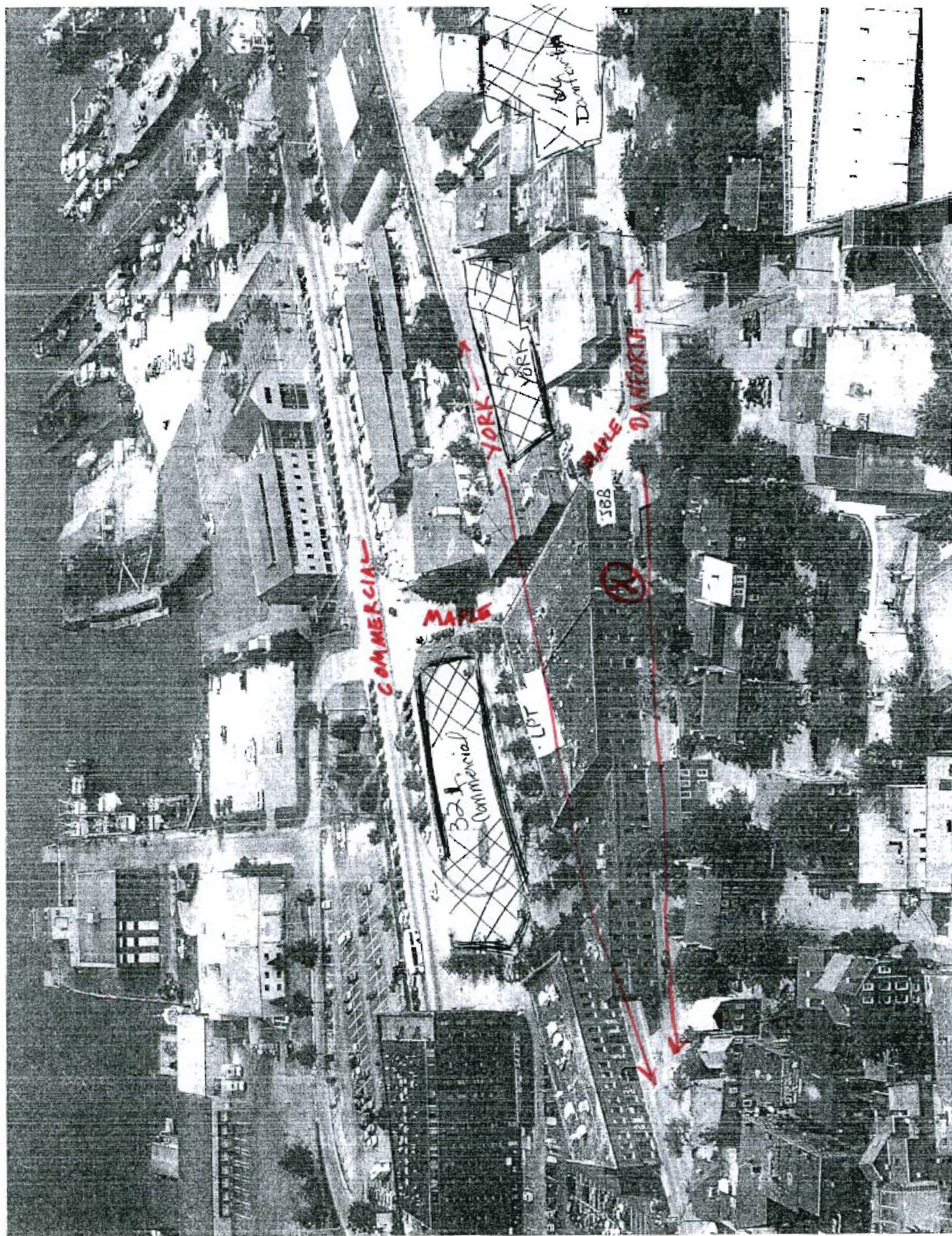
To supplement your application, please submit the following items, *as applicable to your project*. Keep in mind that the information you provide the Historic Preservation Board and staff is the only description they will have of your project or design. Therefore, it should precisely illustrate the proposed alteration(s).

- ☒ Exterior photographs (required for all applications.) Include general streetscape view, view of entire building & close-ups of affected area.
- ☐ Sketches or elevation drawings at a minimum 1/4" scale. Please label relevant dimensions. All plans shall be submitted in 11" x 17" format except for major projects, where 22" x 34" plans are requested. Applicants for major projects should submit one (1) 11" x 17" copy for scanning purposes.
- ☐ Details or sections, where applicable.
- ☐ Floor plans, where applicable.
- ☐ Site plan showing relative location of adjoining structures.
- ☐ Catalog cuts or product information (e.g. proposed windows, doors, lighting fixtures)
- ☐ Materials - list all visible exterior materials. Samples are helpful.
- ☐ Other(explain) Photo of current signage
and proposed area to place at
30 Danforth Street.

If you have any questions or need assistance in completing this form, please contact Historic Preservation staff: Deb Andrews (874-8726)

Please return this form, application fee (see attached fee schedule), and related materials to:

Historic Preservation Division
Department of Planning and Urban Development
Portland City Hall, 4th Floor
389 Congress Street
Portland, ME 04101



page 12.

377 E. Street

The North Sea Cabin Land.

Telephone current 7/20.



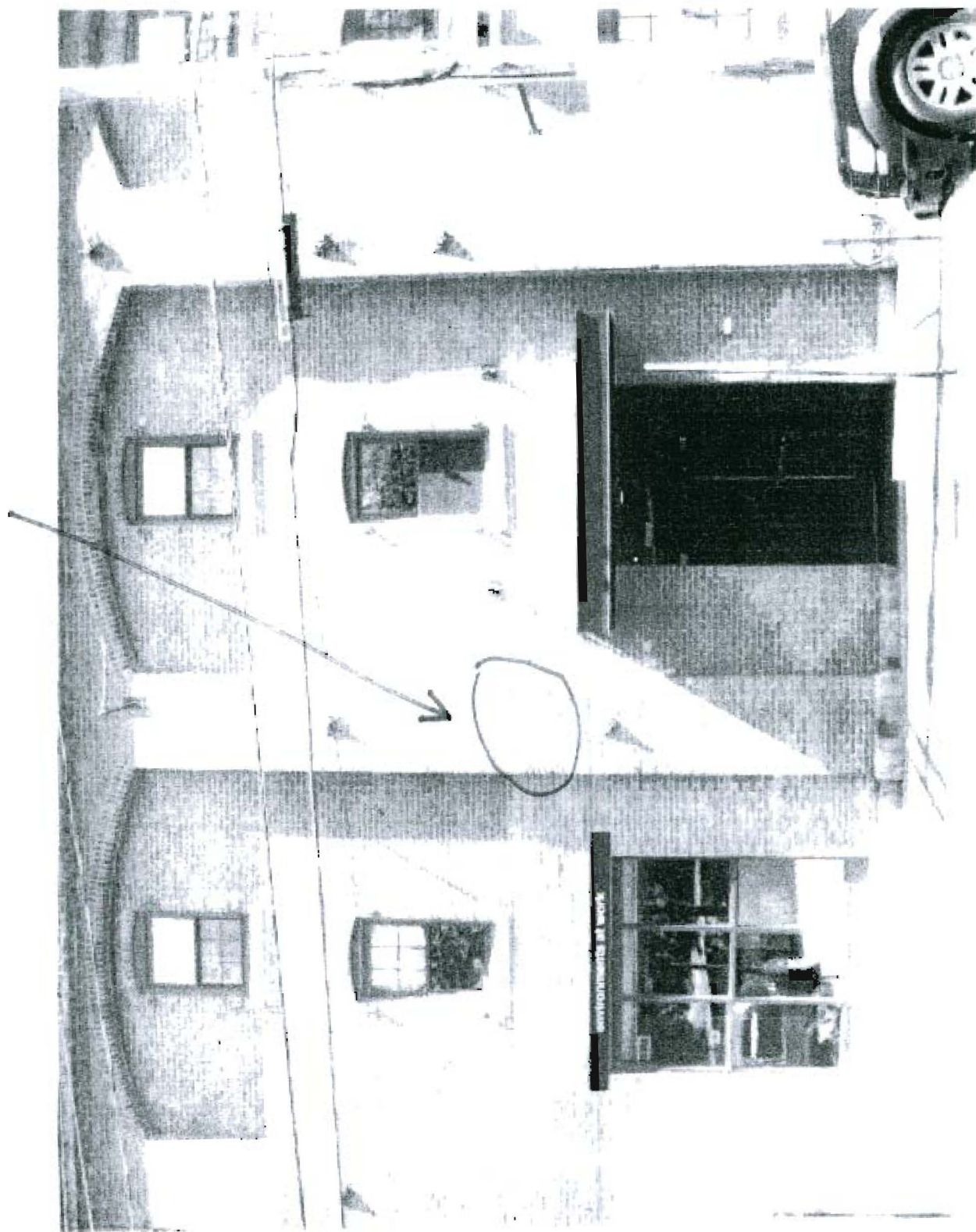
377 ...

The ... for ...

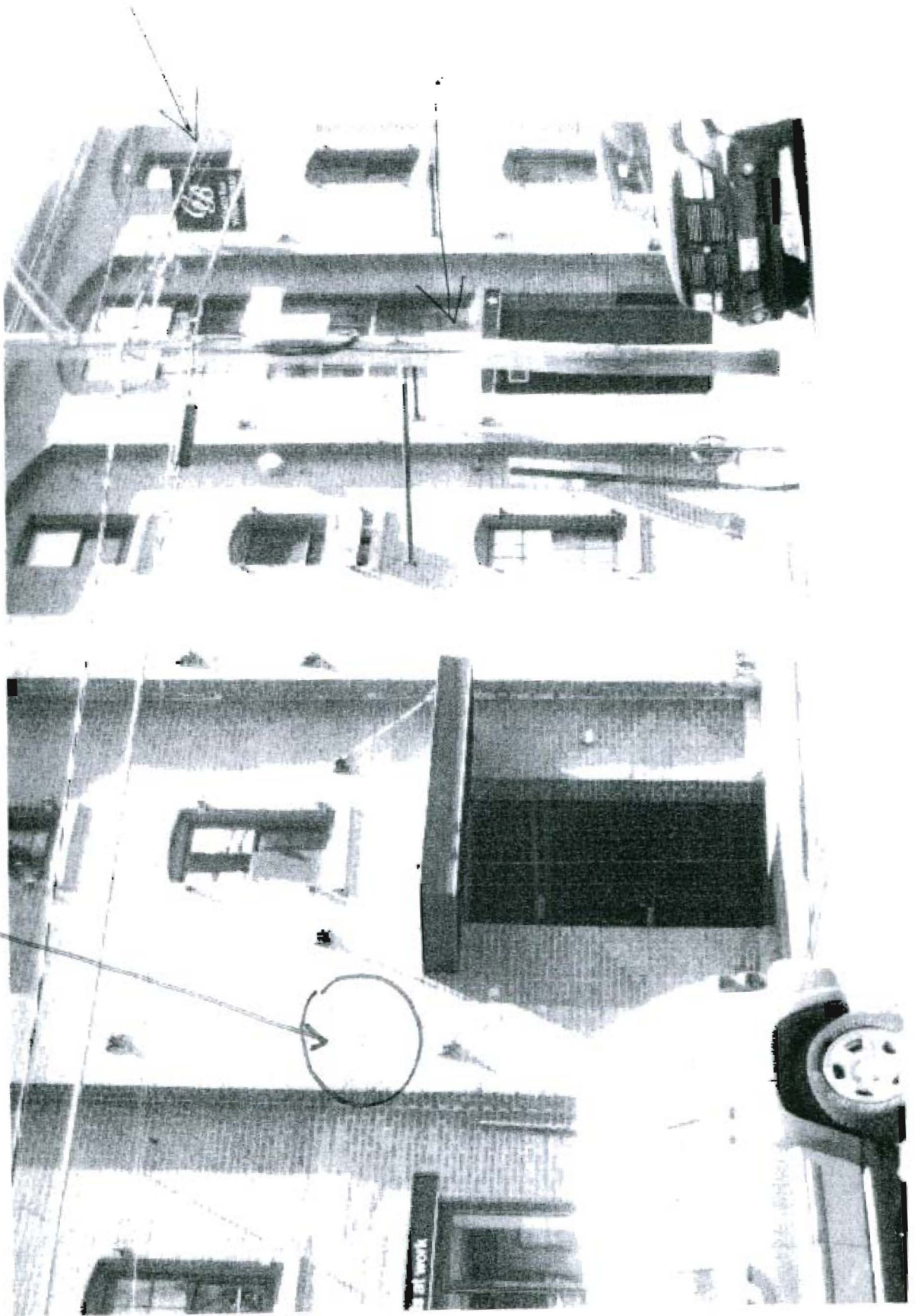
... 12510



Proposed relocation of same
sign at 30 Danforth Street page 1 of 2



Proposed relocation of same
sign at 30 Canforth Street page 2 of 2
(note other tenant similar signage)



J. B. BROWN & SONS
36 Danforth Street
P.O. Box 207
Portland, Maine 04112-0207
Phone 207-774-5908
Fax 207-774-0898

July 14, 2010

Ms. Deb Andrews
Historic Preservation
City of Portland
389 Congress Street
Portland, Maine 04101

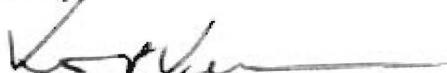
RE: Trust for Public Land
30 Danforth Street

To Whom It May Concern:

J. B. Brown & Sons, hereby approves the exterior signage Trust for Public land presented on 7/14/10 for their leased premises at 30 Danforth Street, Portland, Maine.

Please contact me if you have any questions.

Sincerely,



Vincent P. Veroneau

President

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/19/2010

PRODUCER Commercial Lines - (707) 769-2500
 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0008408
 1039-A McDowell Boulevard
 Petaluma, CA 94954-5507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Trust for Public Land
 101 Montgomery Street, Suite 900
 San Francisco, CA 94104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	35774817	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Included
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accidents) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				IWC STATUTORY LIMITS <input type="checkbox"/> CMT-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: The Trust for Public Land exterior signage attached to property located at 30 Danforth Street, Portland, Maine.

The City of Portland, its officers, directors, agents, and employees, is included as additional insured as respects general liability per attached endorsement form 8002 2000 04/01. Primary wording applies under the general liability per attached policy form 8002 2000 04/01.

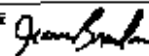
CERTIFICATE HOLDER

City of Portland
 389 Congress Street
 Portland, Maine 04101

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are insureds, but they are insureds only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your employees) or organizations acting as your real estate managers are insureds; but they are insureds only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to mobile equipment registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are insureds; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are insureds; but they are insureds only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an insured with respect to:

- bodily injury to any co-employee of the person driving the equipment; or
- property damage to any property owned or occupied by or leased or rented to you, or in your charge or the charge of the employer of any person who is an insured under this provision.

Vendors

Persons or organizations who are vendors of your products are insureds; but they are insureds only with respect to their liability for damages for bodily injury or property damage resulting from the distribution or sale of your products in the regular course of their business and only if this insurance applies to the products-completed operations hazard.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in your products made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or customarily undertakes to make in the usual course of business in connection with the distribution or sale of your products;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your products; or
- of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired your products, or any container, ingredient or part entering into, accompanying or constituting your products, is an insured under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are insureds, but they are insureds only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence; or
- occurrence that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are insureds, but they are insureds only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence;
- occurrence that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named insureds:

- a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and in the time of loss, such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an insured with respect to the conduct of any person or organization that is not shown as a named insured in the Declarations.
 - No person or organization is an insured with respect to the:
 - 1 ownership, maintenance or use of any assets; or
 - 2 conduct of any person or organization whose assets, business or organization,

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an occurrence or offense by an agent or employee of the insured will not constitute knowledge by the insured, unless an officer (whether or not an employee) of any insured or an officer's designee knows about such occurrence or offense.
- G. Failure of an agent or employee of the insured, other than an officer (whether or not an employee) of any insured or an officer's designee, to notify us of an occurrence or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a suit seeking damages from an insured; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the insured for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method Of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for your work;
- B. that is insurance that applies to property damage to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, autos or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);



General Liability

Conditions

Other Insurance (continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured, or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend such insured against such suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.