

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



# CITY OF PORTLAND

## BUILDING PERMIT

This is to certify that \* CENTRO HERITAGE SPE 4 LLC

Located At 1036 BRIGHTON AVE

Job ID: 2011-05-1100-SIGN

CBL: 263 - A - A - 007 - 001 - - - -

has permission to replace panel in freestanding sign

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 the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

N/A  
Fire Prevention Officer

A. B. Uch 5/19/11  
Code Enforcement Officer / Plan Reviewer

**THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY**  
**PENALTY FOR REMOVING THIS CARD**

## BUILDING PERMIT INSPECTION PROCEDURES

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

or email: [buildinginspections@portlandmaine.gov](mailto: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 Inspections 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.**

1. Call for final inspection when installation is complete.

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



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

Director of Planning and Urban Development  
Penny St. Louis

Job ID: 2011-05-1100-SIGN

Located At: 1036 BRIGHTON  
AVE

CBL: 263 - A - A - 007 - 001 - - - -

## **Conditions of Approval:**

### **Building**

Signage Installation to comply with Chapters 31 & 32 of the IBC 2003 building code.

# City of Portland, Maine - Building or Use Permit Application

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

Job No: <b>2011-05-1100-SIGN</b>	Date Applied: <b>5/16/2011</b>	CBL: <b>263 - A - A - 007 - 001 - - - -</b>	
Location of Construction: <b>1056 BRIGHTON AVE – unit A</b>	Owner Name: <b>CENTRO HERITAGE SPE 4 LLC</b>	Owner Address: <b>131 DARTMOUTH ST BOSTON, MA 02116</b>	Phone:
Business Name:	Contractor Name: <b>Neokraft Sign Inc</b>	Contractor Address: <b>686 Main St., Lewiston, ME 04240</b>	Phone: <b>207-782-9654</b>
Lessee/Buyer's Name:	Phone:	Permit Type: <b>SIGN - PERM - Signage - Permanent</b>	Zone: <b>B-2</b>
Past Use:  <b>Aspen Dental</b>	Proposed Use:  <b>Aspen Dental – replace panel (1'7.5" x 7'5") in free standing sign</b>	Cost of Work:	CEO District:
		Fire Dept:  <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A  Signature:	Inspection: Use Group: Type: <b>Sign</b>  Signature: <b>ABM</b>
Proposed Project Description: <b>1036 Brighton Ave. –replace sign panel in free standing sign</b>		Pedestrian Activities District (P.A.D.)	
Permit Taken By:		<b>Zoning Approval</b>	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
2. Building Permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin 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 Dist or Landmark
<input type="checkbox"/> Wetlands	<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
<input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <b>OK 5/16/11 ABM</b>	Date:	Date: <b>ABM</b>

## 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 appication 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	PHON
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# 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: <u>1036 Brighton Avenue, Unit A - (1056 Augusta)</u>		
Tax Assessor's Chart, Block & Lot Chart# <u>263</u> Block# <u>A</u> Lot# <u>A001</u>	Owner: <u>New England Development</u>	Telephone: <u>214-902-2000</u>
Lessee/Buyer's Name (If Applicable) <u>Aspen Dental</u> <u>263A-A001</u>	Contractor name, address & telephone: <u>Neo Kraft Signs Inc.</u> <u>686 Main St.</u> <u>Lewiston, ME 04240</u> <u>207-782-9654</u>	Total s.f. of signage x \$2.00 Per s.f. plus \$30.00/ <u>\$65.00</u> <u>75'</u> <u>12.38 sq. ft.</u> For H.D. signage= Total Fee: <u>\$56.00</u> Awning Fee= cost of work _____ Total Fee: <u>\$56.00</u>
Who should we contact when the permit is ready: <u>Shane Moffett</u> phone: <u>782-9654</u>		
Tenant/allocated building space frontage (feet): Length: _____ Height: _____ Lot Frontage (feet) _____ Single Tenant or Multi Tenant Lot <u>multi tenant</u>		
Current Specific use: <u>shopping plaza</u> If vacant, what was prior use: _____ Proposed Use: <u>shopping plaza</u>		
Information on proposed sign(s): Freestanding (e.g., pole) sign? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Dimensions proposed: <u>1'-7 1/2" x 7'-5"</u> Height from grade: <u>20' ±</u> Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Dimensions proposed: _____		
Proposed awning? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is awning backlit? Yes <input type="checkbox"/> No <input type="checkbox"/> Height of awning: _____ Length of awning: _____ Depth: _____ Is there any communication, message, trademark or symbol on it? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, total s.f. of panels w/communications, message, trademark or symbol: _____ s.f.		
Information on existing and previously permitted sign(s): <u>-N/A</u> Freestanding (e.g., pole) sign? Yes <input type="checkbox"/> No <input type="checkbox"/> Dimensions: _____ Bldg. wall sign? (attached to bldg) Yes <input type="checkbox"/> No <input type="checkbox"/> Dimensions: _____ Awning? Yes <input type="checkbox"/> No <input type="checkbox"/> 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.		

RECEIVED

By mail MAY 16 2011

Dept. of Building Inspections  
City of Portland Maine

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.

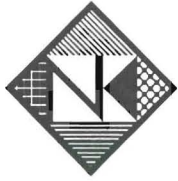
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building 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: Shane Moffett

Date: 5-12-11

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



# Neokraft

Neokraft Signs Inc.  
686 Main Street  
Lewiston, Maine 04240  
Telephone: 207.782.9654  
Facsimile: 207.782.0009  
1.800.339.2258  
<http://www.neokraft.com>

**Transmittal to** CITY OF PORTLAND  
INSPECTIONS  
389 CONGRESS STREET  
PORTLAND, ME 04101

**Date** 05.12.2011  
**Job No.** 13486  
**Re.** ASPEN DENTAL  
PERMITS  
MAIL

<b>Item</b>	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Hand Delivered	<input type="checkbox"/> Under separate cover	
	<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Samples	<input type="checkbox"/> Specifications
	<input type="checkbox"/> Copy of letter	<input type="checkbox"/> Change Order	<input type="checkbox"/> Other	

Copies	Date	No.	Description
1 set	05.12.2011	13486	(1) SIGN PERMIT APPLICATION, DRAWING, LANDLORD AUTHORIZATION LETTER, AERIAL SIGN LOCATION PLAN, CERTIFICATE OF LIABILITY INSURANCE, AND A CHECK FOR \$56.00 IN REGARD TO OBTAINING A SIGN PERMIT FOR ASPEN DENTAL LOCATED ON 1036 BRIGHTON AVENUE UNIT A

<b>Purpose</b>	<input checked="" type="checkbox"/> For approval	<input type="checkbox"/> No exception taken	<input type="checkbox"/> Rejected
	<input type="checkbox"/> For your use	<input type="checkbox"/> Make corrections noted	<input type="checkbox"/> Review and comment
	<input type="checkbox"/> As requested	<input type="checkbox"/> Revise and resubmit	<input type="checkbox"/> Other

**Remarks** PLEASE REVIEW FOR APPROVAL AND MAIL PERMITS TO THIS OFFICE

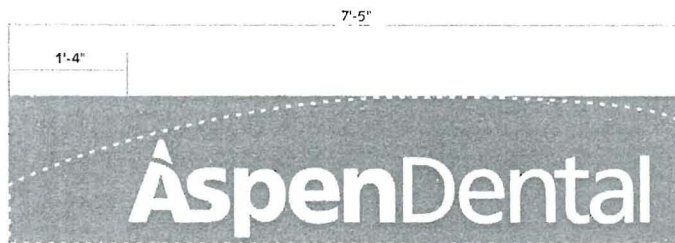
**Copy to**

**From** SHANE MOFFETT

If enclosures are not as noted kindly notify us at once.

OFFICE:\CLERICAL\TEMPLATES\TRANSMITTAL FORM.DOT

Side A



# D/F PYLON REPLACEMENT FACE

SCALE: 3/4" = 1'-0"

( 1 ) REQUIRED - MANUFACTURE & INSTALL -

3M# 3630-167 BRIGHT BLUE VINYL BACKGROUND  
W/ REVERSE WEEDED OUT COPY TO SHOW THRU WHITE

NOTE: EXACT SURVEY REQUIRED PRIOR TO MANUFACTURING (WHITE CUT LINE IS APPROXIMATE).



Side B



EXISTING



PROPOSED

NOT TO SCALE

## Aspen Dental

Design #

11-0267

Sheet 1 of 1

Client

ASPEN DENTAL

Address

1036 BRIGHTON AVE  
PORTLAND, ME

Account

Rep. AMY JOHNSON

Designer RAY

Date 2-21-11

Approval / Date

Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision / Date




www.chandler-signs.com

13201 Mariner Way Dallas, TX 75227  
146-902-2000 Fax 146-902-2044

13004 Wallant San Antonio, TX 78216  
146-349-3804 Fax 146-349-8774

1315 Park Center Drive, Unit C  
Visa, CA 92081

760-967-7001 Fax 760-967-7031

400 Sunrise Trail  
Florissant, CO 80816

719-687-1507 Fax 719-687-1506

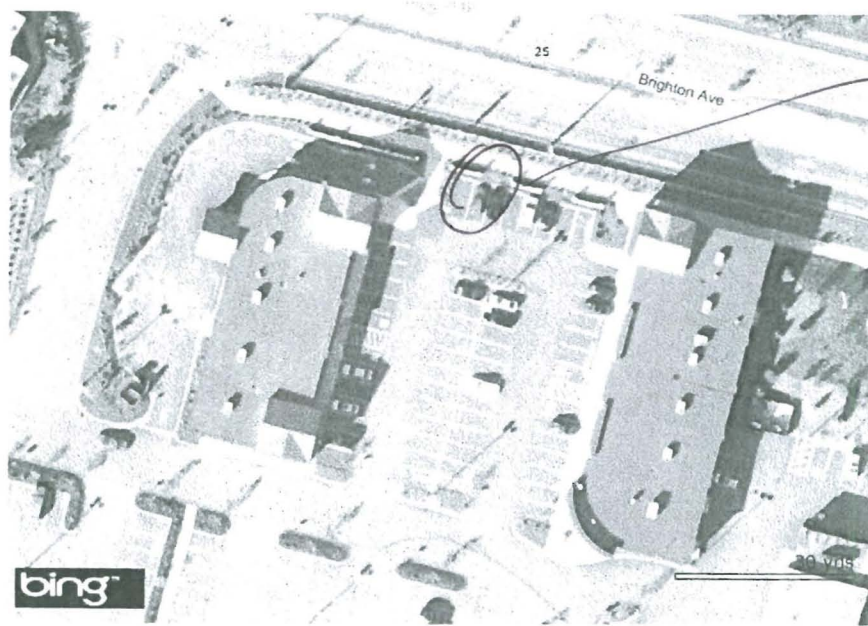
125 West Main St., Suite 1012  
Lansville, KY 40202

502-581-3557 Fax 502-581-1640

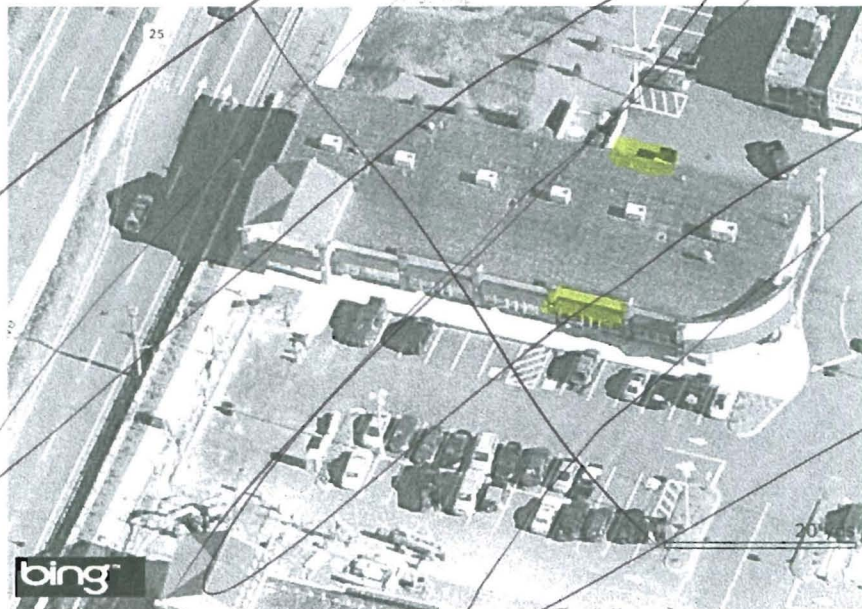
This drawing is the property of Chandler Signs, L.P.  
and all rights to the work are reserved by Chandler Signs, L.P.

FINAL ELECTRICAL  
CONNECTION BY  
CUSTOMER





Additional Options



# NewEngland

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D E V E L O P M E N T

City of Portland  
389 Congress Street  
Portland, Maine 04101

RE: Aspen Dental Located at 1036 Brighton Ave, Unit A, Portland, ME

To Whom It May Concern,

1. Please accept this letter as approval of Chandler Signs, Inc art design #11-0267 and as approval for sign subcontractor NEOKRAFT SIGNS 686 MAIN ST LEWISTON, ME to apply for permits and install Aspen Dental's signage in the top position of the existing pylon sign.

Sincerely,



Thomas J Bowen  
Property Manager  
New England Development



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2011

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> Brown & Brown - Empire State 500 Plum Street, Ste. 200 Syracuse NY 13204	<b>CONTACT NAME:</b> Autumn Ziegler <b>PHONE</b> (A/C, No. Ext): 315-474-3374 ext. 508 <b>E-MAIL</b> ADDRESS: aziegler@bbempirestate.com <b>FAX</b> (A/C, No): 315-703-9585														
<b>INSURED</b> Aspen Dental Management, Inc. 281 Sanders Creek Parkway East Syracuse NY 13057	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Casualty Ins Co</td><td>29424</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>97</td></tr><tr><td>INSURER C: American Zurich Insurance</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins Co	29424	INSURER B: Continental Casualty Company	97	INSURER C: American Zurich Insurance		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1509670143**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	01SBAAK9430	10/1/2010	10/1/2011	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			01UECGF2906	10/1/2010	10/1/2011	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			01XHUIE6229	10/1/2010	10/1/2011	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$15,000,000</td></tr><tr><td>AGGREGATE</td><td>\$15,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$15,000,000	AGGREGATE	\$15,000,000		\$								
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WC5969775	10/1/2010	10/1/2011	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000						
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A B	<b>BLANKET CONTENTS PROFESSIONAL LIABILITY (ENTITY)</b>	Y		01SBAAK9430 311639164	10/1/2010 10/1/2010	10/1/2011 10/1/2011	<table border="1"><tr><td>LIMIT:</td><td>\$27,128,400</td></tr><tr><td>DED:</td><td>\$5,000</td></tr><tr><td>EACH OCC./AGGREGATE</td><td>\$3 mill / \$6 mill</td></tr></table>	LIMIT:	\$27,128,400	DED:	\$5,000	EACH OCC./AGGREGATE	\$3 mill / \$6 mill								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LOCATION ~ Pinetree Shopping Center, 1036 Brighton Ave., Unit A, Portland ME 04107  
Sign Permit

**CERTIFICATE HOLDER**

City of Portland  
Attn: Mike Nugent  
389 Congress Street  
Portland ME 04101

**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

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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

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

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

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

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- 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; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

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

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

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

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

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

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

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

- (i) The exceptions contained in Subparagraphs (d) or (f); or

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

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

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you, or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.