

C-17-0319

Tracking No. 17040220

CONTRACT DOCUMENTS

**CITY OF LINCOLN,
LANCASTER COUNTY AND
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

Office Furniture and Related Services
Contract No. 4400003402 - US Communities

**Contractor:
Haworth Inc.
One Haworth Center
Holland, MI 49423
(402) 466-5626 Ext. 103**

**CITY OF LINCOLN, LANCASTER COUNTY and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Haworth Inc., One Haworth Center, Holland, MI 49423** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing Contract by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the County of Fairfax, Virginia and Haworth, Inc., for Office Furniture and Related Services, US Communities Contract No. 4400003402, which was prepared in accordance with the County of Fairfax, Virginia's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide Office Furniture and Related Services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between the County of Fairfax, Virginia and Haworth, Inc., US Communities Contract No. 440003402, executed by the County of Fairfax, Virginia on October 9, 2012.

WHEREAS, the Contractor, in response to the Owners' request to participate in said County of Fairfax, Virginia's contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the County of Fairfax, Virginia, with only those exceptions stated herein; and

WHEREAS, the County of Fairfax, Virginia, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between County of Fairfax, Virginia and Haworth, Inc., US Communities Contract No. 4400003402 a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Office Furniture and Related Services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning upon execution through December 31, 2017.
 - 2.1 Upon conclusion of the initial term, the contract has the option of three (3) additional one (1) year renewals.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing for these services are pursuant to the Contract between the County of Fairfax, Virginia and Haworth, Inc., US Communities Contract No. 4400003402, a copy thereof being attached to and made a part of this Contract.

The Owners will pay for products/service, according to the proposal pricing as included with the US Communities 4400003402 contact, a copy thereof attached and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$20,000.00 during the contract term without approval by the City of Lincoln. The total cost of products or services for County agencies shall not exceed \$20,000.00 during the contract term without approval by the Lancaster County Board of Commissioners. The total cost of products or services for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$20,000.00 during the contract term without approval by the Board of the Public Building Commission.

***Product and Installation shall be quoted by Haworth authorized Dealer.**

**Encompas
707 South 15th Street
Omaha, NE, 64102
402-466-5626 Ext. 103**

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Building Commission.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Office Furniture and Related Services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for Lancaster County and City of Lincoln. The City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission shall be named as additional insured with regard to the performance of the contract services.
11. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the County of Fairfax, Virginia and Haworth, Inc., US Communities Contract No. 4400003402 .

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. County of Fairfax, Virginia and Haworth, Inc., US Communities Contract No. 4400003402
3. Certificate of Insurance - Encompas

This Contract Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Office Furniture and Related Services
Contract No. 4400003402 - US Communities
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Haworth Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:


Attest:

Secretary

Seal

Haworth Inc
Name of Corporation

One Haworth Center Holland, MI 49423
Address

By: 
Duly Authorized Official

Director, Sales Support
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Office Furniture and Related Services
Contract No. 4400003402 - US Communities
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Haworth Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Office Furniture and Related Services
Contract No. 4400003402 - US Communities
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Haworth Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Tracking No. 17040220

City of Lincoln-Lancaster County Public Building Commission

Signature Page

**CONTRACT
Office Furniture and Related Services
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City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Haworth Inc.**

EXECUTION BY CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 37 SBA RG7859

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 00 64 09 16	SS 84 01 09 07	SS 12 35 03 12	SS 41 70 06 11
SS 41 71 06 11	SS 01 06 07 16	SS 01 07 12 13	SS 01 15 07 08
SS 89 93 07 16	SS 00 60 09 15	SS 00 61 09 15	SS 04 08 09 07
SS 04 13 03 92	SS 04 19 07 05	SS 04 22 07 05	SS 04 30 07 05
SS 04 33 04 05	SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07
SS 04 44 07 05	SS 04 45 07 05	SS 04 46 09 14	SS 04 47 04 09
SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05	SS 40 93 07 05
SS 41 12 12 07	SS 41 51 10 09	SS 41 63 06 11	IH 10 01 09 86
SS 05 21 04 05	SS 05 47 09 15	SS 50 04 06 04	SS 50 19 01 15
SS 09 01 12 14	SS 09 07 12 14	SS 09 10 12 14	SS 09 12 12 14
SS 09 67 09 14	SS 09 70 12 14	SS 09 71 12 14	SS 10 18 04 01
SS 12 12 03 92	SS 12 15 03 00	SS 83 47 07 01	IH 99 40 04 09
IH 99 41 04 09	SX 80 01 06 97	SS 83 76 01 15	SS 12 23 06 11
IH 12 00 11 85	ADDITIONAL INSURED		
IH 12 00 11 85	ADDITIONAL INSURED/LANDLORD		
IH 12 00 11 85	ADDITIONAL INSURED - DESIGNATED PERSON/ORG		
IH 12 00 11 85	ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR-SCHEDULED PERSON OR ORGANIZATION		
IH 12 00 11 85	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS -COMPLETED OPERATIONS		

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured 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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(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:

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- (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.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms 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; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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 the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that 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 bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit 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 limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to 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(s) or organization(s).

b. 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.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** 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, unless 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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

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.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 37 UEC VT6194

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302	HA00120615T	CA00011013	HA21020614	CA99031013
CA21041013	CA31041013	CA01650716	CA01661013	CA02190116
CA20481013	HA00240614	HA99080614	HA99160312	IH12011185

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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 the insured against that "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 the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WOS

Policy Number: 37 WEC CC3741

Endorsement Number: 06

Effective Date: 03/06/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ENCOMPAS CORPORATION

1512 GRAND BLVD
KANSAS CITY, MO 64108

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____
Authorized Representative



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 9

MAR 07 2017

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement contract 4400003402 is amended to allow a 2.11% price increase for the product lines listed below effective March 15, 2017.

Product Line

950 Fls, Plcs Fs Stil, IF Lat Fls & Psts

Active Storage

Beside

Enclose First Tier

Floor Bases

Haworth Collection - Poltrona Frau

Improv, Comforto

Kinetics, Tempo, Tactics, Planes, Cmpose

Lively

Orlando LS

Patterns

Places Systems (Wood)

Premise & X-Series Files

Race

Technology Products

Unigroup Too Panels

Very Seating Line (Non-Task)

V-Series Files & Peds

X99 Seating

Accolade/Comf 28 NW/Monaco/Sys 58

Adaptable Comps-Wksr, Up Stor, Lghtng

Compose

Enclose Second Tier

Haworth Collection

Healthcare

Jump Stuff

Cassis, WD Seating

Look (Sit 10)

Orln, Trpl, Ent, Prfl, Srs K, York, Mstr

Places Systems (NW & WT)

Power Base AI

Premise Systems

TecCrete Flooring

Unigroup Systems (NW & WT)

Vancouver (Freestanding)

Very Task Seating

Wood Stg - Comp, Frnze, Glrie, Tally, Etc.

X-Series Peds 4.00%

ACCEPTANCE:

BY:

(Signature)

Director Sales Support

(Title)

Phil Todd

March 6, 2017

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681

Amendment No. 9
4400003402
Page 2

All other prices, discounts, terms and conditions remain the same.



Cathy A. Muse, CPPO
Director/County Purchasing Agent

**Steve Pierson, CPPB
Contracts Manager**

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e
U. S. Communities – Tyler McCall – tmccall@uscommunities.org

Contractor (Cyndi.kamps@haworth.com)
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2



County of Fairfax, Virginia

AMENDMENT

SEP 09 2016

AMENDMENT NO. 8

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

Haworth, Inc.
One Haworth Center.
Holland, MI 49423

SUPPLIER CODE


1000011672

CONTRACT NO.

4400003402

By mutual agreement, Contract 4400003402 is renewed for one (1) year at existing prices, discounts, terms, and conditions, effective January 1, 2017, through December 31, 2017. This is the first of four (4) renewal options available.



ACCEPTANCE

BY: 
(Signature)

Dir. Sales Support
(Title)

Phil Todd
(Printed)

9/2/16
(Date)

 **Steve Pierson, CPPB**
Contracts Manager
 **Cathy A. Muse, CPPD**
Director/County Purchasing Agent

DISTRIBUTION

Department of Finance – Accounts Payable
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhonda Edwards/e
Facilities Management Dept. – Christine Covey/o
U. S. Communities – Corey Imhoff – cimhoff@uscommunities.org

Contractor
Contract Specialist – G. Bright
Asst. Contract Specialist - Team 2

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 7

JUN 23 2016

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement, Contract 4400003402 is hereby amended to add the following product lines to the contract at the discount structure indicated on the attached Haworth Service Rate Sheets:

Workware
Bluescape
Fern Seating
Everyday Office

All other prices, discounts, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e
U. S. Communities – Tyler McCall – tmccall@uscommunities.org

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

AMENDMENT 7
4400003401

**HAWORTH SERVICE RATE SHEET
US COMMUNITIES CONTRACT**

Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)						
PRODUCT	List Price	Drop Ship	Inside Delivery	Basic Installation*	Expanded Installation*	Volume Discounts
Everyday Office	\$1 to \$300,000 \$300,001 and More	50% Negotiable	50% Negotiable	45% to 47.5% Negotiable	43% to 47% Negotiable	50% Negotiable

Note: 1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
 2. Inside Delivery price includes product delivered to the site and unloaded
 3. Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
 4. Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager

*Note: 1. Haworth's list pricing includes FOB destination and unloading at dock.
 2. Installation pricing based on the following:
 a. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday - no holidays
 b. Non-union labor
 c. Free and clear access to loading docks and elevators
 d. Job site to be free and clear of other trades
 e. Reasonable access to Space
 f. Where applicable, Haworth will abide by union or prevailing wage rate

HAWORTH

AMENDMENT 7
4400003405

HAWORTH SERVICE RATE SHEET US COMMUNITIES CONTRACT						
Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)						
PRODUCT	List Price	Drop Ship	Inside Delivery	Basic Installation*	Expanded Installation*	Volume Discounts
Fern Seating	\$1 to \$50,000 \$50,001 and more	50%	50% Negotiable	45% to 47.5% Negotiable	43% to 47% Negotiable	50% Negotiable

Note:

- Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery price includes product delivered to the site and unloaded
- Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager

*Note:

- Haworth's list pricing includes FOB destination and unloading at dock.
- Installation pricing based on the following:
 - Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday - no holidays
 - Non-union labor
 - Free and clear access to loading docks and elevators
 - Job site to be free and clear of other trades
 - Reasonable access to Space
 - Where applicable, Haworth will abide by union or prevailing wage rate

HAWORTH

AMENDMENT 7
440000 3402.

HAWORTH SERVICE RATE SHEET US COMMUNITIES CONTRACT

PRODUCT	Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)					Volume Discounts
	List Price	Drop Ship	Inside Delivery	Basic Installation*	Expanded Installation*	
Workware	\$1 and more	55%	55% Negotiable	Technology products are quoted by project	Technology products are quoted by project	55% Negotiable
Bluescape	\$1 and more	Bluescape products are quoted by project	Bluescape products are quoted by project	Technology products are quoted by project	Technology products are quoted by project	Bluescape products are quoted by project

- Note:**
- Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
 - Inside Delivery price includes product delivered to the site and unloaded
 - Basic Installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
 - Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager

***Note:** 1. Haworth's list pricing includes FOB destination and unloading at dock.

2. Installation pricing based on the following:
- Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday - no holidays
 - Non-union labor
 - Free and clear access to loading docks and elevators
 - Job site to be free and clear of other trades
 - Reasonable access to Space
 - Where applicable, Haworth will abide by union or prevailing wage rate



County of Fairfax, Virginia

AMENDMENT

APR 27 2016

AMENDMENT NO. 6

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement contract 4400003402 is amended as indicated below effective May 1, 2016.

ADD SUITE CASEGOODS:

Product	List Price	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discount
Suite Wood Casegoods	\$1 to \$25,000 \$25,001 & more	53% Negotiable	48% to 50.5% Negotiable	48% to 50.5% Negotiable	46% to 50% Negotiable	53% Negotiable
A Series Storage	\$1 to \$25,000 \$25,001 & more	53% Negotiable	48% to 50.5% Negotiable	48% to 50.5% Negotiable	46% to 50% Negotiable	53% Negotiable
Intuity Benching	\$1 to \$25,000 \$25,001 & more	53% Negotiable	48% to 50.5% Negotiable	48% to 50.5% Negotiable	46% to 50% Negotiable	53% Negotiable

All other prices, discounts, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e
U. S. Communities – Tyler McCall – tmccall@uscommunities.org

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



County of Fairfax, Virginia

AMENDMENT

DEC 21 2015

AMENDMENT NO. 5

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

Haworth Inc.
One Haworth Center
Holland, MI 49423

SUPPLIER CODE

1000011672

CONTRACT NO.

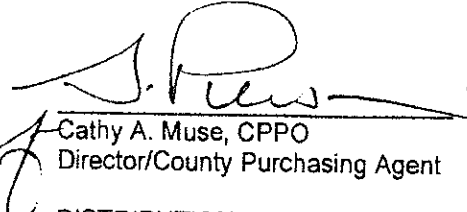
4400003402

By mutual agreement contract 4400003402 is amended as indicated below effective immediately.

REVISED DISCOUNT SCHEDULE:

Product Group	List Volume	Customer Discount
Haworth Health Environments (HHE)	\$1 - \$55,555	51%
	\$55,556 to \$150,000	52%
	\$150,001 to \$500,000	53%
	\$500,001 to \$1,000,000	54%
	\$1,000,001 to \$9,999,999	55%

All other prices, discounts, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

U. S. Communities – Tyler McCall – tmccall@uscommunities.org

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



County of Fairfax, Virginia

AMENDMENT

JUN 09 2015

AMENDMENT NO. 4

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

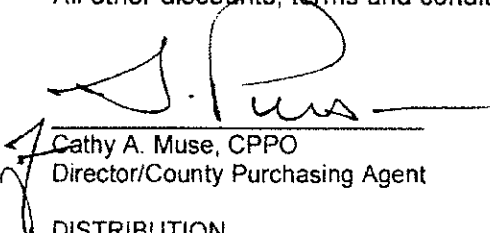
Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

The purpose of this amendment is to notify all users that Haworth Inc. is implementing a price list adjustment of 3.19%, effective June 1, 2015.

All other discounts, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

U. S. Communities – Corey Imhoff – cimoff@uscommunities.org

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 3

JUN 20 2013

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement contract 4400003402 is amended as follows effective immediately.

1. **ADD:** Poltrona Frau products. This product is not available for purchase by Fairfax County Government departments and Fairfax County Public Schools. It is being added only for the use by other public agencies. The discount pricing is as follows:

Product Line	Discount
Poltrona Frau - \$1 and above	15% off list

2. **REMOVE:** Life Space wall products.

All other prices, discounts, terms and conditions remain the same.

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e
Facilities Management Dept. – Christine Covey/e

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

U. S. Communities – Corey Imhoff – cimoff@uscommunities.org

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County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 2

= JUN 11 2013

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement contract 4400003402 is amended to add Tuohy Product Line to the contract effective immediately. The discount pricing for this product line is attached.

All other prices, discounts, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Department of Finance – Accounts Payable/e
Facilities Management Dept. – Bill Robinson/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Rhinda Edwards/e

Contractor
Contract Specialist – G. Bright
Asst. Contract Spec., Team 2

U. S. Communities – Corey Imhoff – cimoff@uscommunities.org

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Fairfax, VA 22035-0013

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Amendment No. 2
 Contract 4400003402
 Attachment 1

HAWORTH, INC. - U.S. COMMUNITIES
 TUOHY PRODUCT LINE DISCOUNT

Discounts taken from price list in effect at time of order
 See following page for delivery zone details

Product Group	Shipping Zone	List Value	Customer Discount
Executive Office Furniture, Executive Conference Room Furniture, Tables and Accessories	Zone 1	\$1 - \$25,000	45%
		\$25,001 - \$75,000	46%
		\$75,001 - \$200,000	47%
		\$200,001 - \$300,000	48%
		\$300,001 - \$400,000	49%
		\$400,001 - \$ 500,000	50%
	Zone 2	\$1 - \$25,000	46.2%
		\$25,001 - \$75,000	47.2%
		\$75,001 - \$200,000	48.2%
		\$200,001 - \$300,000	49.2%
		\$300,001 - \$400,000	50.2%
		\$400,001 - \$ 500,000	51.2%
	Zone 3	\$1 - \$25,000	45.6%
		\$25,001 - \$75,000	46.6%
		\$75,001 - \$200,000	47.6%
		\$200,001 - \$300,000	48.6%
		\$300,001 - \$400,000	49.6%
		\$400,001 - \$ 500,000	50.6%
Upholstered Seating	Zone 1	\$1 - \$25,000	45%
		\$25,001 - \$75,000	46%
		\$75,001 - \$200,000	47%
		\$200,001 - \$300,000	48%
	Zone 2	\$1 - \$25,000	46.2%
		\$25,001 - \$75,000	47.2%
		\$75,001 - \$200,000	48.2%
		\$200,001 - \$300,000	49.2%
	Zone 3	\$1 - \$25,000	45.6%
		\$25,001 - \$75,000	46.6%
		\$75,001 - \$200,000	47.6%
		\$200,001 - \$300,000	48.6%
Multiple Seating, Stacking Chairs	Zone 1	\$1 - \$25,000	45%
		\$25,001 - \$75,000	46%
		\$75,001 - \$200,000	47%
	Zone 2	\$1 - \$25,000	46.2%
		\$25,001 - \$75,000	47.2%
		\$75,001 - \$200,000	48.2%
	Zone 3	\$1 - \$25,000	45.6%
		\$25,001 - \$75,000	46.6%
		\$75,001 - \$200,000	47.6%



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 1

MAR 19 2013

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Haworth Inc.
One Haworth Center
Holland, MI 49423

1000011672

4400003402

By mutual agreement contract 4400003402 is amended to add Groupe Lacasse products to the contract effective immediately. The discount pricing for this product is attached.

All other prices, discounts, terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Department of Finance -- Accounts Payable/e
Facilities Management Dept. -- Bill Robinson/e
Facilities Management Dept. -- Cathy Spaine/e
Facilities Management Dept. -- Rhinda Edwards/e

Contractor
Contract Specialist -- G. Bright
Asst. Contract Spec., Team 2

U. S. Communities -- Corey Imhoff -- cimoff@uscommunities.org

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681

Amendment No. 1
 CONTRACT # 4400003402
 Attachment 1

HAWORTH INC.
 U.S. COMMUNITIES
GROUPE LACASSE PRODUCT DISCOUNT

Product Group	List Value	Customer Discount
Nvision	\$0 - \$50,000	50%
	\$50,001 - \$200,000	55%
	Above \$200,001	Negotiable
United Chair - Affinity, Brylee, Fortune, Freestyle, Onyx, Radar, S Series, Stools, VT, Zing, 90's, 4800, 7700	\$0 - \$50,000	50%
	\$50,001 - \$200,000	55%
	Above \$200,001	Negotiable
Lacasse - Concept 3, 300, 400E, 70, C.I.T.E., Electricom II, Morpheo, Nex, Options, Pangram, Quad, Quorum, Lateral files & storage, ThinkSmart Educational and Accessories	\$0 - \$50,000	50%
	\$50,001 - \$200,000	55%
	Above \$200,001	Neogitiable

To access Groupe Lacasse production information go to www.groupelacasse.com and click on "Price Books". There is no login required to access this information.

Department of Purchasing & Supply Management
 12000 Government Center Parkway, Suite 427
 Fairfax, VA 22035-0013
 Website: www.fairfaxcounty.gov/dpsm
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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

OCT 10 2012

Haworth, Inc.
One Haworth Center
Holland, MI 49423

Attention: Phil Todd, Director Sales Support

Reference: RFP200000330 – Office Furniture and Related Services and Solutions

Dear Mr. Todd:

ACCEPTANCE AGREEMENT

Contract Number: 4400003402

This acceptance agreement signifies a contract award to Haworth, Inc. in its entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

- 1) This Acceptance Agreement;
- 2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

Website: www.fairfaxcounty.gov/dpsm

Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION RFP2000000330

The County of Fairfax (hereinafter called the County) and Haworth, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003402. The final contract contains the following items:

- a. Fairfax County's RFP2000000330
- b. All Addenda
- c. Haworth, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Response to clarifications dated August 7, 2012
- e. The Memorandum of Negotiations

The following and are to be included in the contract:

1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.
2. Revised cost Proposal Attachment A – Price Sheet – submitted via e-mail on August 9, 2012.
3. Discounts will remain firm for the duration of the contract. Discounts will be taken from the prices that are effective at the time of the request for a quote or order.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:

Phil Todd, Director Sales Support
Haworth Inc.

9/20/12

Date

Cathy A. Muse, CPPO
Director/County Purchasing Agent

10/9/12

Date



County of Fairfax, Virginia

NOTICE OF AWARD

OCT 10 2012

CONTRACT TITLE: Office Furniture and Related Services and Solutions

RFX NUMBER: 2000000330

COMMODITY CODE: 42594

CONTRACT PERIOD: January 1, 2013, through December 31, 2016

RENEWALS: 4 Renewals, 1 year at a time

SUPERSEDES CONTRACT: RQ07-878957-20

<u>CONTRACTORS:</u>	<u>SUPPLIER CODE</u>	<u>CONTRACT NUMBER</u>
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Haworth, Inc. One Haworth Center Holland MI 49423 Contact: Cyndi Kamps Telephone: 616-393-1645 E-Mail: Cyndi.kamps@haworth.com Payment Terms: Net 30 days	1000011672	4400003402
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Herman Miller, Inc. 855 East Main Ave. P. O. Box 302 Zealand, MI 49464 Contact: Dave Gillman, Contract Manager Telephone: 616-654-8375 E-Mail: dave_gillman@hermanmiller.com Payment Terms: Net 30 days	1000011666	4400003403
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Knoll, Inc. 1235 Water Street East Greenville, PA 18041 Contact: Steve Robinson, Vice President Telephone: 202-973-0410 E-Mail: Steven_M_Robinson@knoll.com Payment Terms: Net 30 days	1000011430	4400003404
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Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3681

Notice of Award
RFX2000000330
Page 2

PRICES: See Attached

DELIVERY: N/A

FOB: Destination

DPSM CONTACT: George Bright, Contract Specialist
Telephone: 703-324-3215
E-mail: george.bright@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any county department may enter a shopping cart into FOCUS indicating the item/service required, the quantity, the payment terms, and the delivery date. The shopping cart must include the contract number in the appropriate field. Requests exceeding the County small purchase order threshold (\$10,000) will be routed for approval and a purchase order will be executed.


George Bright, CPPB
Contract Specialist Supervisor

DISTRIBUTION:

Department of Finance – Accounts Payable
Facilities Management Dept. – Rhinda Edwards/e
Facilities Management Dept. – Cathy Spaine/e
Facilities Management Dept. – Shirley Dowell/e
U. S. Communities
2033 N. Main St. Suite 700
Walnut Creek, CA 94596
Attn: Corey Imhoff
Mary Pelfrey

Contract Specialist – G. Bright
Asst. Contract Spec. – Team 2

HAWORTH'S US COMMUNITIES MULTIPLE AWARD CONTRACT DISCOUNTS CUSTOMER COPY

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT and FW, UniGroup® Too Adaptabe Components					\$1-\$100,000 \$100,001 or More	71% Negotiable
Rush						\$1 or More	61%
II Regular Lead Time	IF, RACE®, PREMISE® NW/WT, Moxie™, Components, Compose					\$1-\$100,000 \$100,001 or More	68% Negotiable
Rush						\$1 or More	53%
III Regular Lead Time		Accolade®, Monaco®, System 58, Improv®, System12, Look	PLACES® Too Casegoods, Files & Storage Beside, X Series® Casegoods, Files & Storage V Series® Casegoods, Files & Storage			\$1-\$50,000 \$50,001 or More	63% Negotiable
Rush						\$1 or More	57%
IV Regular Lead Time		X99®				\$1-\$50,000 \$50,001 or More	60% Negotiable
Rush						\$1 or More	54%
V Regular Lead Time	Patterns Reside	Composites™, Forenze™, Galerie™, Hello™, Prescott™, Tally™, Tuxedo™, ToDo® Cassis, Candor Lively		PLACES® Wood Casegoods Varia™, Orlando™, Tripoli™, York, Vancouver™ Masters, Series K™ Orlando LS™		\$1-\$25,000 \$25,001 or More	53% Negotiable
Rush						\$1 or More	41%
VI Regular Lead Time	Tactics®, 450 Series, Tempo™, Planes™ Compose Wood	Kinetics® Tempo, Zoo Chu				\$1-\$25,000 \$25,001 or More	58% Negotiable
Rush						\$1 or More	55%
VII Regular Lead Time	Jump® Stuff, BRAZO Boogie Board, Belong, European Product The Haworth Collection BRAZO, Lim					\$1-\$10,000 \$10,001 or More	41% Negotiable
VIII Regular Lead Time		Zody Very™ Very Task				\$1-\$25,000 \$25,001 or More	55% Negotiable
IX Regular Lead Time					Enclose	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	55% 57% Negotiable
X Regular Lead Time					TecCrete®	\$1 to \$100,000 \$100,001 or More	62% Negotiable
XI Regular Lead Time					Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	60% 62% Negotiable
XII Regular Lead Time					LifeSPACE	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	56% 58% Negotiable
XIII Regular Lead Time	Healthcare					\$1-\$100,000 \$100,001 or More	47% Negotiable

****Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.**

- A. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.
- B. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 2.5% of net, and all related customer specific materials costs affected by the change or cancellation of an order will apply. Any changes / cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.
- D. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer.
- E. Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth therefore. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefore (a "Change Order"), and the Buyer agrees to pay such charges. Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by the Buyer. If delay is due to any cause beyond Haworth's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.
- G. Installation Requirements.
 - i. Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged at Haworth's then prevailing rates. Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.
 - iii. Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.
 - iv. Electrical rewiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.
 - v. Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-union labor be utilized, and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the anticipated cost of non-union labor and the actual cost of utilizing union labor.
 - vi. Haworth shall not be responsible for obtaining permits.
 - vii. Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.
 - viii. In areas where Nexus™ flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexus™ flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexus™ flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide tradespersons or others with access to the underpanel cable management cavity.
 - ix. In areas where lifeSPACE™ movable walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACE™ products. Further, the existing floor (or other surface on which the lifeSPACE™ panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACE™ panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected lifeSPACE™ products, together with all resulting shipping and labour charges at Haworth's then prevailing rates for such Products and services.
- H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$85.00 per hour for CAD time and related design and specification services.

**ATTACHMENT A
PRICE SHEET - HAWORTH'S MULTIPLE AWARD CONTRACT**

PRODUCT	Manufacturer Discount Percent from List Price (or other objectively verifiable criteria)					
	List Price	Drop Ship*	Inside Delivery	Basic Installation*	Expanded Installation*	Volume Discounts (Use more columns as necessary.)
UniGroup® NW/WT, PLACES® NW/WT and FW, UniGroup® Too, Adaptable Components	\$1-\$100,000 \$100,001 and up	See Note Below	71% Negotiable	66% to 68.5% off list	64% to 68% off list	71% Negotiable
IF, RACE®, PREMISE® NW/WT, Moxie®, Components, Compose	\$1-\$100,000 \$100,001 and up	See Note Below	68% Negotiable	63% to 65.5% off list	61% to 65% off list	68% Negotiable
Accolade®, Monaco®, System 5®, Improv®, System12, Look, PLACES® Too Casegoods, Files & Storage, 950 Series Files & Storage, Beside, X Series® Casegoods, Files & Storage, V Series® Casegoods, Files & Storage	\$1-\$50,000 \$50,001 and up	See Note Below	63% Negotiable	58% to 60.5% off list	56% to 60% off list	63% Negotiable
X99®	\$1-\$50,000 \$50,001 and up	See Note Below	60% Negotiable	55% to 57.5% off list	53% to 57% off list	60% Negotiable
Patterns, Reside, Composites®, Forenze®, Galerie®, Hello®, Prescott®, Tally®, Tuxedo®, ToDo® Cassis, Candor, Lively, PLACES® Wood Casegoods Varia®, Orlando®, Tripoli®, York, Vancouver®, Masters, Series K®, Orlando LS®	\$1-\$25,000 \$25,001 and up	See Note Below	53% Negotiable	48% to 50.5% off list	46% to 50% off list	53% Negotiable
Tactics®, 450 Series, Tempo®, Pianos®, Compose Wood, Kinetics, Tempo, Zoo Chu	\$1-\$25,000 \$25,001 and up	See Note Below	58% Negotiable	53% to 55.5% off list	51% to 55% off list	58% Negotiable
Jump® Stuff, BRAZO, Boogie Board, Belong, European Product The Haworth Collection, BRAZO, Um	\$1-\$10,000 \$10,001 and up	See Note Below	41% Negotiable	36% to 38.5% off list	34% to 38% off list	41% Negotiable
Zody, Very®, Very Task	\$1-\$25,000 \$25,001 and up	See Note Below	55% Negotiable	50% to 52.5% off list	48% to 52% off list	55% Negotiable
Healthcare	\$1-\$100,000 \$100,001 and up	See Note Below	47% Negotiable	42% to 44.5% off list	40% to 44% off list	47% Negotiable
Other Related Products						
Enclose Walls	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	55% 57% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	55% 57% Negotiable
Lifespace Walls	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	56% 58% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	56% 58% Negotiable
TecCrete Flooring	\$1-\$100,000 \$100,000 and up	See Note Below	62% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	62% Negotiable
Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 and up	See Note Below	60% 62% Negotiable	Architectural Products are quoted by project	Architectural Products are quoted by project	60% 62% Negotiable
Additional Services and Solutions		Hourly Rates (A range is acceptable)				
Installation	\$28	\$36				
After Hours Installation	\$39	\$54				
Holidays and Sunday Installation	\$56	\$72				
Design	\$60	\$75				
Project Management	\$35	\$45				
Asset Management	\$18	\$28				
Refurbishment	\$32	\$42				
		Monthly Fee Include any additional options offered				
Storage (per cubic square foot)	\$0.95	\$1.60				
Other Related Services and Solutions		Hourly Rates				
Reconfiguration	\$28	\$36				
After Hours Installation	\$39	\$54				
Holidays and Sunday Installation	\$56	\$72				

Note:

- Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading.
- Inside Delivery price includes product delivered to the site and unloaded
- Basic installation price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.
- Expanded Service installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager

***Note:**

- Haworth's list pricing includes FOB destination and unloading at dock.
- Installation pricing based on the following:
 - Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
 - Non-union labor
 - Free and clear access to loading docks and elevators
 - Job site to be free and clear of other trades
 - Reasonable access to Space
 - Where applicable, Haworth will abide by union or prevailing wage rates