

AMENDMENT TO LEASE AMENDMENT
BETWEEN CITY OF HUNTINGTON BEACH
AND MICHAEL & CHRISTIE BARTUSICK dba PARK BENCH CAFÉ

THIS AMENDMENT TO LEASE AMENDMENT (this "Amendment") is made and entered into this _____ day of _____, 2022 (the "Effective Date") by and between the CITY OF HUNTINGTON BEACH, a municipal corporation ("Lessor"), and MICHAEL BARTUSICK AND CHRISTIE BARTUSICK dba PARK BENCH CAFÉ, a California corporation ("Lessee"). Lessor and Lessee are at times collectively referred to herein as "Parties" and individually as a "Party."

RECITALS:

- A. Lessee leases from Lessor certain real property (the "Property"), described as a café style restaurant with outdoor dining, known as Park Bench Café, whose address is 17732 Goldenwest Street, Huntington Beach, CA, together with a building and other related improvements (collectively referred to as the "Improvements"). The term "Premises" as used in this Lease shall mean both the Property and the Improvements. Lessee desires to lease the Premises in the manner set forth below.
- B. Parties have mutually agreed to extend the previous Lease Amendment, dated August 6, 2012, for an additional ten (10) year term, which shall end at 11:59 pm. On August 5, 2032, unless extended, or sooner terminated as provided herein.
- C. This Amendment and extension to the previous Lease, with all terms and conditions of the previous Lease remain in place unless otherwise stated or amended in this Amendment.
- D. All references to Community Services Department shall be known as and referred to as Community & Library Services Department.
- E. SECTION 10. RENT, shall be amended to include:

Sub-section (a) Minimum Base Rent. For the first year of this Lease, Lessee shall pay City as minimum rent for the Premises ("Minimum Base Rent") the sum of Seventeen Thousand Four Hundred and Eighteen Dollars (\$17,418.00) per year, plus any increases

provided for Sub-Paragraph "(b)" below. Rent shall be paid in lawful money of the United States of America, without deduction or offset, at Huntington Beach City Hall, City Treasurer, 2000 Main Street, Huntington Beach, CA 92648, or the place City may designate in writing. Lessee shall pay City each month One Thousand Four Hundred and Fifty One Dollars and Fifty Cents (\$1,451.50, which is one-twelfth of the Minimum Base Rent. Should monthly payments for Minimum Base Rent be required for any partial month pursuant to any provision of the Lease, such Rent shall be prorated in accordance with the actual number of days in the month in which such proration occurs.

Sub-Section (b) Adjustment of Minimum Base Rent. Commencing on the first anniversary of this Lease, and each anniversary thereafter ("Rent Adjustment Date"), the Minimum base Rent shall be adjusted by the annual increase in the Consumer price Index published by the Bureau of Labor Statistics, United States Department of Labor, for the Los Angeles-Long Beach-Anaheim, CPI-U, as available for the prior one-year period from October 1 through September 30. In no event shall the Minimum Base Rent be decreased from the previous year.

Sub-Section (c) Percentage Rent. In alternative to the Minimum Base Rent, each month Lessee shall pay City a sum ("Percentage Rent") equal to the amounts that the product of the percentage rate set forth in this paragraph multiplied by the cumulative Gross Sales at the Premises through that month of the Operational Year exceeds the Minimum Annual Rent owed for the same month. Lessee shall pay City Percentage Rent according to the following annual Gross Sales Percentages: (at this point, add in the table in Section 10 under Rent).

Years 1 through 5 table header shall be removed and replace with "Percentage Rent". Additionally, beginning in year 1, the Minimum Base shall increase to \$1,451.50 a month and shall be subject to annual CPI increase, not to exceed 5%". The table shall read as follow:

\$0 - \$100,000 of Gross Sales	= 8.0%
\$100,000.01 - \$150,000.00 of Gross Sales	= 9.0%
Over \$150,000.00 Gross Sales	= 10.0%
Minimum Base Rent*	= \$1,400 per month plus annual CPI

Years 6 – 10” and the subsequent table shall be removed and replaced with the statement: “The ‘Operational Year’ is a one-year period ending December 31. For purposes of computing the percentage Rent for any partial Operational Year at the beginning or end of the Lease Term or any extension thereof, the volume of Gross Sales for that period shall be adjusted pro rata to the number of months in that partial Operational Year to determine the Percentage Rent to utilize.”

*Monthly rent will equal minimum base rent or percentage of gross sales for the month, whichever is greater

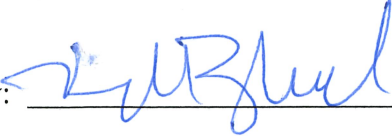
NOW, THEREFORE, Lessor and Lessee agree as follows:

1. **Integration and Conflicts.** The Parties acknowledge and agree that this Amendment shall be integrated into the Lease as part thereof. In the event of any conflict or inconsistency between the provisions of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
2. **Binding Effect.** This Amendment shall be binding upon, and insure to the benefit of, the Parties and their respective successors and assigns.
3. **Joint Preparation.** The Parties have been represented by counsel in the negotiation of the terms of this Amendment and have jointly prepared this Amendment.
4. **Modifications.** This Amendment may not be amended or modified unless such amendment or modification is in writing and signed by both Parties.
5. **Counterparts.** This Amendment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same Amendment.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be executed by and through their authorized officers the day, month and year first above written.

PARK BENCH CAFÉ

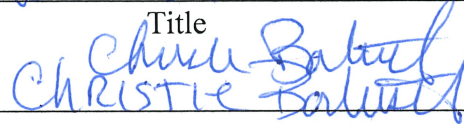
By: 

Michael Bartusick

Print Name



Title

By: 

Mic CHRISTIE Bartusick

Print Name

VP

Title

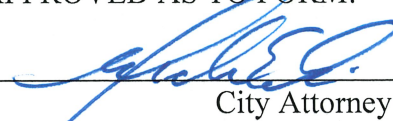
ATTEST:

City Clerk

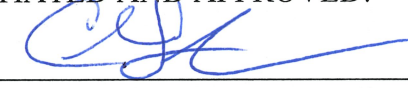
CITY OF HUNTINGTON BEACH, a
Municipal corporation of the State of
California

Mayor

APPROVED AS TO FORM:


City Attorney *W*

INITIATED AND APPROVED:


Director of Community & Library Services

REVIEWED AND APPROVED:

City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

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

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

PRODUCER Burnham WGB Insurance Solutions CA License Number 0F69771 15901 Red Hill Avenue Tustin CA 92780		CONTACT NAME: Rachelle Williams PHONE (A/C, No, Ext): 714-505-7000 E-MAIL: rwilliams@wgblb.com ADDRESS: 714-573-1770	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pacific Compensation Insurance Company	
		INSURER B: Sentinel Insurance Company, Ltd.	
		INSURER C: Hartford Accident and Indemnity Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 231471965 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBABC8006	9/20/2022	9/20/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABC8006	9/20/2022	9/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WA00302505	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers are named as additional insured on the General Liability per attached SS 41 70 06 11 and SS 41 71 12 19 as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: 72 SBA BC8006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

CITY OF HUNTINGTON BEACH, ITS
ELECTED OR APPOINTED
OFFICIALS, AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS
2000 MAIN ST
HUNTINGTON BEAC CA 92648

LOC 001 BLDG 001
SS4170 AND SS4171
CITY OF HUNTINGTON BEACH, ITS ELECTED OR APPOINTED OFFICIALS,
AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS
2000 MAIN STREET
HUNTINGTON BEACJ, CA 92648
RE: NUMBER OF JOB LOCATIONS: 1

POLICY NUMBER: 72 SBA BC8006
CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SEE IH1200

Location(s) Of Covered Operations:

SEE IH1200

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

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER :72 SBA BC8006

CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SEE IH1200

Location And Description Of Completed Operations:

SEE IH1200

Section C. – Who Is An Insured is amended to include the following:

- a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in 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 and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

- (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
- (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

BUSINESS LIABILITY COVERAGE FORM**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.

BUSINESS LIABILITY COVERAGE FORM

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 and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or 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. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:

(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.

POLICY NUMBER: 72 SBA BC8006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

CITY OF HUNTINGTON BEACH, ITS
ELECTED OR APPOINTED
OFFICIALS, AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS
2000 MAIN ST
HUNTINGTON BEAC CA 92648

LOC 001 BLDG 001
SS4170 AND SS4171
CITY OF HUNTINGTON BEACH, ITS ELECTED OR APPOINTED OFFICIALS,
AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS
2000 MAIN STREET
HUNTINGTON BEACJ, CA 92648
RE: NUMBER OF JOB LOCATIONS: 1

POLICY NUMBER :72 SBA BC8006

CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SEE IH1200

Location And Description Of Completed Operations:

SEE IH1200

Section C. – Who Is An Insured is amended to include the following:

- a. The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in 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 and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;

- (2) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (3) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (4) Monitoring, sampling, or testing service necessary to perform any of the services included in (1), (2) or (3) above;
- (5) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in (1), (2) or (3) above;
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

POLICY NUMBER: 72 SBA BC8006

CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

SEE IH1200

Location(s) Of Covered Operations:

SEE IH1200

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

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.