



# Cultural Arts Programs

## Economic & Workforce Development

### Public Art Advisory Committee Proposal Review Form

Date 1-19-16  
Artist(s) Xochitl Guerrero  
Project Contact Cheryl Golden and Jamila English  
Organization (if applicable) Allendale Park Community Council  
Phone # 510-238-7041 Email allendalecommunitycouncil@gmail.com  
Jenglish@oaklandnet.com  
Street Address 1 Frank H. Ogawa Plaza  
City Oakland State CA Zip 94612  
Proposed Site of Project (Address/Cross St. with physical details) 3000 38th Avenue  
(at corner of Penniman Ave.)  
Name of Property Owner, Proposed Location Sam + Salli Saran, 3000 38th Ave.  
City Council District of Proposed Location District 4

#### Attachments Checklist

Attach a separate document to address the following items, bundled together in a single electronic file:

- Review Form (this page)
- Project Narrative
- Artist Resume
- Examples of Past Work
- Visual Proposal
- Materials and Methods Description
- Photos of Site
- In-Situ Mockup
- Timeline
- Budget
- Maintenance Plan
- Community Outreach / Support Documentation
- Insurance Documentation
- Permission(s)- Private Property Owner or City
- Waiver of Proprietary Rights for Artwork Placed on City Property (if applicable)

## **Project Narrative**

This building is located at a heavily trafficked intersection of 38<sup>th</sup> and Penniman avenues—in the heart of the Allendale neighborhood. For years this building has been a magnet for crime activity, drug dealing out front, loitering, and graffiti. Recently, King’s Coffee Shop has come under new ownership and the shop owner has told Allendale neighbors that drug dealing will no longer be tolerated. Neighbors see this as a positive change along one of its three gateway streets into the neighborhood, which is also one of three small business district clusters within Allendale.

Currently, the condition of both walls includes paint covering up old graffiti underneath. The property owner has stated that he has to paint the walls several times a year due to graffiti. These walls are unsightly for the large number of passersby’s including those on foot and in cars because you see the covered up paint and can only imagine what it says underneath. Also, this particular intersection is on the way to and from Allendale Elementary School. We believe that Allendale Elementary students will benefit greatly from seeing something positive happening at this run-down corner in our neighborhood.

The proposed mural will celebrate Allendale’s diverse community and support one of the Allendale Park Community Council’s top priorities of neighborhood beautification. The outcome of this mural project to transform a corner where drug dealing is notorious and graffiti and litter plentiful would be a positive step toward helping us reach this goal.

We look forward to going through the design process with highly regarded muralist, Xochitl Guerrero of Taller Xochicura, and involving our community in the process. Ultimately, community members will have an opportunity to get involved with the mural project by weighing in on the design and watching it come to life. As part of this grant project, we will seek neighborhood volunteers to help paint the mural on the walls. Xochitl will teach and supervise the volunteers to help her with the painting.

Throughout all of our Allendale Park Community Council beautification efforts, a common theme has been public art. All in all, neighbors have beautified 10 trash containers within Allendale along the gateways into the neighborhood at High Street, 38<sup>th</sup> Avenue, and 35<sup>th</sup> Avenue. We have also implemented multiple mosaic murals at the Allendale Community Center in the front of the building, as well as designed four murals on the fence into the community garden. And, three mosaiced planters welcome visitors to Allendale while traveling along 35<sup>th</sup> Avenue (at the Interstate 580 freeway) and on Minna Avenue at Dale Place.

XOCHITL NEVEL GUERRERO  
TALLER XOCHICURA  
P.O. BOX 17027  
OAKLAND, CA. 94601  
510-827-7336 / [tallerxochicura@gmail.com](mailto:tallerxochicura@gmail.com)

**TALLER  
XOCHICURA**

2013 established a fine Arts, Crafts and Mural business in the Bay Area, CA

**EDUCATION**

1980 Bachelor of Arts, Fine Arts, Cal State East Bay, Hayward (formerly known as California State University Hayward)

**CREDENTIALS**

1981 Limited Service Credential: Art, Design, and Photography. Peralta Community College District

**PROFESSIONAL  
EXPERIENCE**

Over 40 years producing and teaching art to youth and adults including drawing and painting, mural painting, mask making, gourd decorating and mosaic arts.

2015 St. Elizabeth Elementary and Middle School, Oakland, CA  
Mural, previously 1993 with over 500 participants

2014-2013 La Clinica De La Raza, Oakland, CA.  
"A Vision Of Our Ancient Ways, Healing Our Past, Present, And Future" Mural previously 1999, 1977

2012 67 Suenos Immigration Organization, San Francisco, CA  
"Mujer Mariposa" Immigrant womens mural project, Oakland, CA

2010 Laurel District Association, Oakland, CA  
"Women Of The Laurel District" Mural

2009-2010 East Side Arts Alliance Cultural Center, Oakland, CA  
Mosaic wall mural, with Susanne Takehara

2009 Auto Body Gallery, Alameda, CA  
"Day Of The Dead" Mural

2009 Unity Council, Oakland, CA  
"Dancing On The Edge," Day of the Dead Altar Installation

2009 Garfield Elementary School, Oakland, CA  
"Connecting The Dots," Visual Strategic Techniques and Mask-Making

2004 American Indian Child Resource Center, Oakland, CA  
Sacred Tobacco Mural Project, with Seven Generation youth  
group

2001 Unity Council, Oakland, CA  
Tiled Planter (3000 tiles) commemorating the life of Cesar  
Chavez, providing instruction on the process to youth from  
Hawthorne Elementary and teens from the Unity Council center

1998- 1999 Fruitvale Bart Station and Fruitvale Elementary  
School, Oakland, CA  
"World Wall For Peace," Tile Project, invited by Carolyn Marks.  
Created center piece for both projects. With RC Guerrero.

1995, 1993, 1990 Festival At The Lake, Oakland, CA  
"1000 Faces," Mask-Making Workshops, with local celebrities,  
youth and adults

## **EXHIBITIONS**

"The Spirit Moves Me – Strong! A 45 Year Retrospective of Art. A Selection of  
paintings, masks, and gourds Solo exhibition Galeria Beso Maya, Oakland, CA 2015

Dia De Los Muertos Altar Installation, group exhibition, Oakland Museum, Oakland,  
CA 2011

"Face To Face, Mixed Media Works by Xochitl N. Guerrero & Roberto C. Guerrero  
Addison Street Windows Gallery, Berkeley, CA 2010

"Wicoza-Ni-Zhoni: Healing Arts," Art & Video group show by Native American  
Indigenous Artists, Women's Cancer Resource Center, Oakland, CA

Sixth Annual California Contemporary Art Collection, presented by Senator Don  
Perata, 9<sup>th</sup> Senate District, group exhibition in State Capital, 2005

"Chicanos En Mitlan: Dia De Los Muertos in California," group exhibition, The  
Mexican Museum, 25-Year Anniversary, San Francisco, CA 2000

"Que Viva Tu Recuerdo," Altar Installation, group exhibition, Oakland  
Museum, CA 1995

"El Espiritu De El Salvador," participating artist in Taller Sin Fronteras serigraph  
portfolio and exhibit: Watsonville City Hall, Bay View Opera House in San Francisco,  
Ca and Havana, CA 1991

"De Suenos y Visiones de Una Jornada Dentro de La Realidad, solo exhibition, Casa de Cultura, Irapuato, Guanajuato, and Guadalajara, Mexico 1989.  
"Lo Del Corazon," touring exhibition, sponsored by the Mexicam Museum, San Francisco, CA, Charles Allis Musuem, Milwaukee, Wisconsin, The Fisher Gallery of U.C. Southern California, and San Jose Museum of Art 1986-1988

**AWARDS &  
HONORS**

2015 Best Display –Products & Services, AnewAmerica  
Community CorporationMicroBusiness Expo  
"Ready, Set, GROW!"

2006 Certificate of Special Congressional Recognition for  
Community Service in Art, Presented by Congresswoman  
Barbara Lee.

2000 Master Muralist Award, Precita Eyes Mural & Resource  
Center San Francisco, CA

**PUBLICATIONS  
ARTICLES**

"In With The New," interview *Oakland Tribune*, 1999  
"There It Is" *Art Magazine*, interview, Oakland,CA 1995  
*Dime! Uno*, book cover, layout and teacher manual, of  
La Clinica De La Raza Mural, DC Heath Comp., Lexington,  
MA. 1992  
"Revealing Masks," interview,*East Bay Guardian*, 1991  
"Faces," interview, *Northern California Homes & Gardens*,  
1989  
"Yo Soy Chicana," interview, *Unity Newspaper*, 1987



1. St Elizabeth Elementary/middle school ( 2 views)



2. A Vision of Our Ancient Ways, Clinic



3. The Unity of Women



4. Day of the Dead Mural



5. Sacred Tattoo Mural



Denimma Aie.

Yochi's Garden



5/11/16

Xochitl N. Guerrero

**High Visibility Intersection:  
38th Avenue at Penniman Avenue**

Mural location #1 (side of building in this space)



Mural location #2 (front of building in this space)



## MURAL AUTHORIZATION AGREEMENT

This Mural Authorization Agreement ("Agreement") is entered into effective 11-20-14, by and between Xochitl N. Guerrero (the "Artist") and SARAN SAM (the "Property Owner"); (the Artist and the Property Owner together constitute the "Parties").

The Artist wishes to create a public mural (the "Mural") on the two exterior walls of the property at 3000 38<sup>TH</sup> AVE, Oakland, California (the "Premises").

The Property Owner owns and controls the Premises, and wishes to authorize the Artist to create the Mural.

Therefore, in consideration of the mutual obligations set forth herein, and intending to be legally bound, the Parties agree as follows:

1. Property Owner hereby authorizes the Artist to create the Mural.
2. Property Owner hereby grants the Artist and its authorized agents all access to and use of the Premises as necessary to create the Mural, including any access and use necessary for the erection and maintenance of scaffolding.
3. Property Owner shall bear no responsibility for any bodily or personal injury to the Artist or Artist team occurring in the course of the creation, repair, alteration, restoration or removal of the Mural, so long as Property Owner takes reasonable care to warn the Artist of any non-obvious risks of personal injury arising from the nature or condition of the Premises.
4. The Artist shall bear no responsibility for any property damage to the Premises occurring in the course of the creation, repair, alteration, restoration or removal of the Mural, so long as the Artist takes reasonable care to avoid causing such damage.
5. The Artist shall use its best efforts to exercise its rights hereunder in such a way as to allow Property Owner, its tenants, invitees and guests, and any other assignees of rights in the Premises, unimpeded use and enjoyment of the Premises.
6. Upon the completion of the Mural, the Artist shall leave the Premises as it found it, except for the addition of the Mural and any improvements incidental to the creation of the Mural.
7. The Artist shall monitor the condition of the completed Mural from time to time, and may repair, alter, restore or remove the Mural at the Artist's sole discretion and to the Artist's sole satisfaction. The Artist shall provide reasonable notice to Property Owner, and shall honor any reasonable request by Property Owner to delay or reschedule work,

before re-entering the Premises for the purposes of repairing, altering, restoring or removing the Mural.

8. The Property Owner shall not repair, alter, restore or remove any portion of the Mural, except if (i) the Property Owner has determined that repair or removal of the Mural is necessary to eliminate an imminent threat of physical injury to persons or property, the Property Owner has notified the Artist of the situation, and the Artist has failed to remedy the situation within a reasonable period after receiving such notice, or (ii) the Property Owner has determined that the wall is to be removed or physically altered in such a way that the Mural cannot remain in place, the Property Owner has notified the Artist of the situation, and the Artist has failed to remove the Mural within 100 days of receiving such notice. The Artist shall bear reasonable costs of any work performed on or in connection with the Mural by the Property Owner pursuant to this paragraph.

9. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via prepaid U.S. certified or registered postage address to recipient as follows:

Property Owner

Name:  
Address:  
Telephone:

Grantee

Name:  
Address:  
Telephone

10. This Agreement is governed by and construed in accordance with the laws of the State of California.

The Parties are executing this Agreement as of the date stated in the introductory clause above.

ARTIST

Xochitl N. Guerrero  
Signature Date 11-21-14

Print Name:

Xochitl N. Guerrero

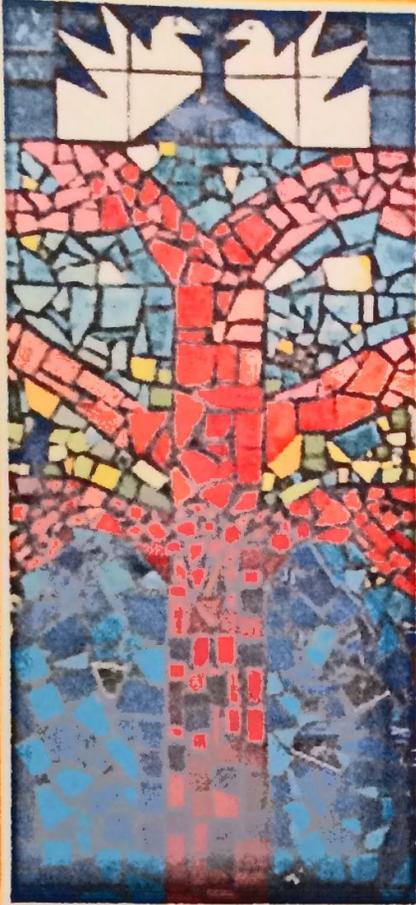
PROPERTY OWNER

Salli Sam  
Signature Date 11/20/14  
SARAN SAM

Print Name:

Salli Sam

# Allendale Park NEIGHBORHOOD



January 18, 2016

City of Oakland  
Public Art Advisory Committee

Dear PAAC Members,

The Allendale Park Community Council (APCC), formerly called the Allendale Park Neighborhood Crime Prevention Council (NCPC), has applied for funds to paint a mural at 3000 38th Avenue (cross street is Penniman Avenue) on two locations on the King's Coffee Shop building: 1) Area in front of the building to the left of the entrance door; and 2) Area on side of the building to the right of the entrance door. This heavily-traveled graffiti magnet intersection is a worthy candidate for the City's mural funds.

As the mural project evolved, we looked at ways to include the Allendale neighbors. Our outreach efforts included notifying the community of the mural project through our monthly Allendale Park Community Council meetings. We included the topic on our monthly meeting agendas to ensure that neighbors knew the mural was a planned discussion item. Meeting agendas were posted on the Allendale Yahoo Group and/or Allendale Next Door websites in advance of the following 2015 APCC meetings: January 21; February 18; March 18; April 15; May 20; June 17; July 15; September 16; October 21; and November 18.

The Allendale Park Community Council held a brainstorming session on June 17 with our selected artist, Xochitl Guerrero, as part of our APCC monthly meeting held at the Allendale Recreation Center. We had a large group of neighbors attend and weigh in on what they'd like to see on the community murals. In addition, we worked with the director (at the time) of the Allendale Recreation Center to involve the

children in the mural project. We asked the children to draw pictures of what they would like to see included in the mural as well.

We have also encouraged neighborhood volunteers to get involved and help paint the mural on the walls. Xochitl will teach and supervise these volunteers to assist her with the painting.

Neighbors involved with the Allendale Park Community Council are excited and looking forward to getting this project started along the well-traveled corridor at 38<sup>th</sup> and Penniman avenues. Both avenues are heavily traveled by walkers, bicyclists, and vehicles in Allendale. Two community-inspired murals

will be a great addition to our neighborhood, especially at this busy corner. The murals will be one more example of beautification efforts organized by neighbors.

Several years ago, Allendale neighbors adopted City of Oakland trash cans along this corridor on 38<sup>th</sup> Avenue and mosaiced them with interesting designs. Overall, there has been a decrease in illegal dumping at these trash cans. Neighbors think it's related to the artful approach to "adopting a spot." Also, back in the '90s, this section of the Allendale neighborhood was plagued with heavy duty drug dealing and other illegal activities. Neighbors worked closely with the NCPC, City, and OPD to close down a problem property called "Teacakes." Neighbors continue to take back this part of our neighborhood through beautification efforts. Lastly, one of our Allendale Park Community Council priorities is to work with the City and OPD to help merchants along this 38<sup>th</sup> Avenue corridor form a merchant watch. The mural is a great way to kick-start those activities while rallying for safety and building community pride at the same time.

Allendale neighbors are looking forward to this mural project and working together to rid the corner at 38<sup>th</sup> and Penniman avenues of graffiti.

Thank you.



Cheryl Golden

Chair, Allendale Park Community Council

## **Timeline**

<b>February 2016</b>	Public Art Advisory Committee (PAAC) meeting
<b>March 2016</b>	Go over design, schedule, sign-up sheet for interested volunteers list of donated materials
<b>April 2016</b>	Gather donated materials order and purchase materials
<b>May 2016</b>	Start project introduction, go over process, go over materials, set up/clean up, paint
<b>June 2016</b>	Continue painting
<b>July 2016</b>	Complete murals, seal walls
<b>August 2016</b>	Mural unveiling

## **Maintenance Plan**

Once both murals are finished, the Artist, Xochitl Guerrero, will apply a shear coat anti-graffiti sealant to the murals' surface. Artist has agreed to check on the murals once or twice a year to assess their condition. If minor maintenance is necessary, Artist will take care of it at no charge. However, if upon review either or both murals are in bad shape due to excessive vandalism or something else contributing to major maintenance issues, Artist would need to apply for grant funding to address necessary work.

The Allendale Park Community Council agrees to maintain the project for its lifespan by sponsoring this project as part of its neighborhood beautification efforts. The Allendale Park Community Council will also connect Artist with local artists to work together to address the maintenance needs of the mural.

The life span of the murals is 15 years to 20 years on average.

## Budget for Allendale Mural Projects

	<b>Two Murals</b>
Painting Timeline: These amounts also include designing murals meetings, purchasing, wall prep, painting and sealing. Artist has 2 larger ladders and 2 smaller ones. (Neighbors could save plastic containers with tops or flat ones ahead of time to save money.)	3 months* (* Working 3+ days a week example: Mon., Wed., Fri. or Tues., Thurs., and Sat.)
Paints, Primer, Sealer	\$1500
Brushes Assortment, Rollers/Pans, Gloves, Rags, Buckets, Dust Masks, Tarps	\$600
Artist's Salary	\$9000 (muralist teaching/supervision involved)
Insurance and Review	\$2500 -- based on \$500 public art review fee charged by City per project X 2 murals = \$1000 + \$1500 cost for insurance
Total :	\$13,600 (teaching/supervision)

We are seeking funding in the amount of: \$13,600.

Source of matching funds or materials: The Allendale Park Community Council will donate \$100 toward this project for materials.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2015

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

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

PRODUCER Blair Jarcik Insurance Agency, Inc PO Box 21 Novato, CA 94948	CONTACT NAME:	Nica Williamsen	
	PHONE (A/C, No., Ext):	415-898-7114	FAX (A/C, No.): 415-898-7115
	E-MAIL ADDRESS:	nica@bjarcikins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	The Ohio Casualty Insurance Co	
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES                      CERTIFICATE NUMBER:                      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	
A	<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:			BLO57016285	12/21/2015	12/21/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ excluded
								\$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oakland and their respective city council members, officers, directors, volunteers are included as additional insured as per form CG8810 0413 attached

<b>CERTIFICATE HOLDER</b>  Office of Oakland City Counsel Member Annie Campbell-Washington 1 Frank H. Ogawa Plaza, 2nd Fl Oakland, CA 94612	<b>CANCELLATION</b>  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

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.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, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. 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.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or