



# Board of Adjustment Staff Report

Meeting Date: August 1, 2019

Agenda Item: 8B

ADMINISTRATIVE CASE NUMBER: WADMIN19-0015 (Children’s Cabinet event)

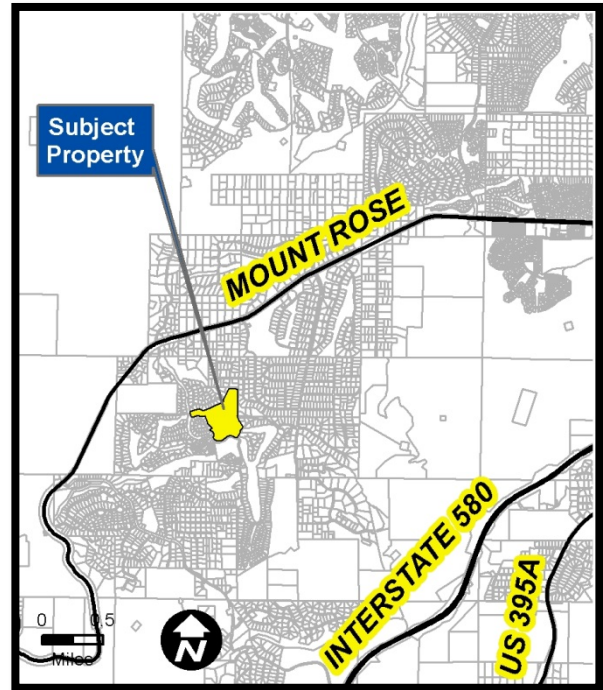
BRIEF SUMMARY OF REQUEST: An administrative permit and approval of an outdoor community event business license application for the Children’s Cabinet event.

STAFF PLANNER: Planner’s Name: Julee Olander  
Phone Number: 775.328.3627  
E-mail: jolander@washoecounty.us

### CASE DESCRIPTION

For possible action, hearing, and discussion to approve the application for an outdoor community event business license for the annual fundraising gala for the Children’s Cabinet. The event will be held on the Montreux Golf Course, near the third practice hole on the evening of August 23, 2019, from 4:00 p.m. till 9:00 p.m. with approximately 650 people in attendance. Parking will be located on one side of De Chardin Lane and at the Montreux Clubhouse at 18000 Bordeaux Drive. Set-up for the event will commence on August 19, 2019 and take-down and clean-up will be completed on August 24, 2019. If approved, authorize the Director of the Planning and Building Division to issue the license when all pre-event conditions are completed.

Applicant: The Children’s Cabinet  
Property Owner: Montreux Golf & Country Club Inc.  
Location: 17150 Bordeaux Drive  
APN: 148-010-55  
Parcel Size: 56.17 acres  
Master Plan: Suburban Residential (SR) & Rural (R)  
Regulatory Zone: Low Density Suburban (LDS) & General Rural (GR)  
Area Plan: Forest  
Citizen Advisory Board: South Truckee Meadows/Washoe Valley  
Development Code: Authorized in Article 808, Administrative Permits  
Commission District: 2 – Commissioner Lucey



Vicinity Map

### STAFF RECOMMENDATION

APPROVE

**APPROVE WITH CONDITIONS**

DENY

### POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Board of Adjustment approve, subject to the conditions contained as Exhibit A in the staff report, Administrative Permit Case Number WADMIN19-0015 for Children’s Cabinet, an administrative permit under WCC Section 110.310.20 and authorize the Director of the Planning and Development Division to issue an outdoor community event business license pursuant to WCC 25.272 when all pre-event conditions have been completed.

*(Motion with Findings on Page 8)*

**Staff Report Contents**

Administrative Permit Definition ..... 3

Vicinity Plan ..... 4

Site Plan ..... 5

Project Evaluation ..... 5

South Truckee Meadows/Washoe Valley Citizen Advisory Board (STM/WV CAB)..... 6

Reviewing Agencies..... 6

Staff Comment on Required Findings ..... 6

Recommendation..... 7

Motion..... 7

Appeal Process..... 8

---

**Exhibits Contents**

Conditions of Approval..... Exhibit A

Agency Review Letters ..... Exhibit B

Noticing Map..... Exhibit C

Project Application ..... Exhibit D

**Administrative Permit Definition**

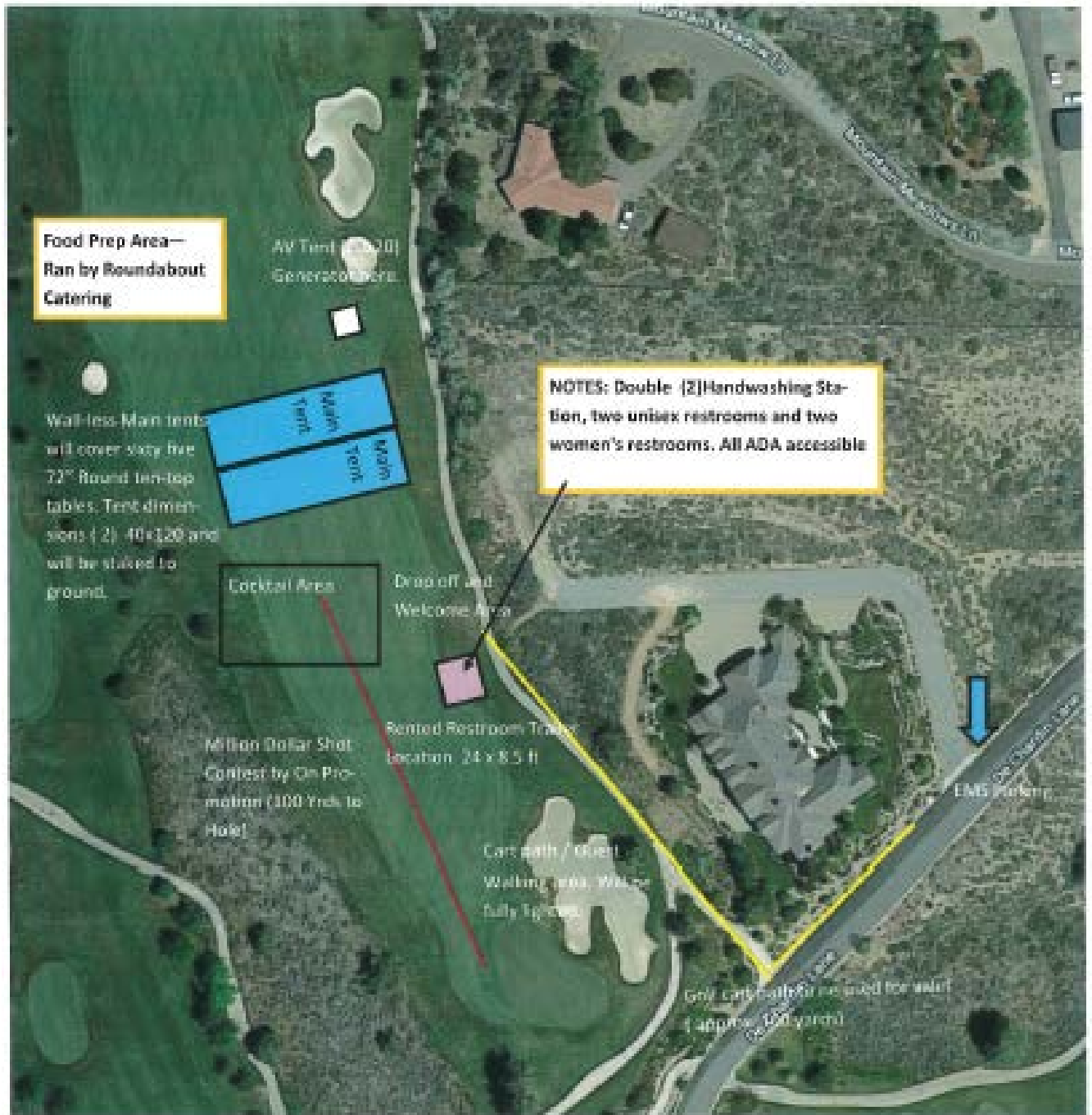
The purpose of an administrative permit is to provide a method of review for a proposed use which possess characteristics that requires a thorough appraisal in order to determine if the use has the potential to adversely affect other land uses, transportation or facilities in the vicinity. The Board of Adjustment or the Hearing Examiner may require conditions of approval necessary to eliminate, mitigate, or minimize to an acceptable level any potentially adverse effects of a use, or to specify the terms under which commencement and operation of the use must comply. Prior to approving an application for an administrative permit, the Board of Adjustment must find that all of the required findings, if applicable, are true.

The conditions of approval for Administrative Permit Case Number WADMIN19-0015 are attached to this staff report and will be included with the action order, if approved.

The subject property is designated as Low Density Suburban (LDS) and General Rural (GR). Based on the applicant's estimated maximum number of attendees on any one day of the event (600-650), the event qualifies as an "outdoor community event" under WCC Section 25.272, which is allowed in the LDS and GR regulatory zone but requires an administrative permit under WCC Section 110.310.20. The applicant is therefore seeking approval of the administrative permit for the proposed outdoor community event. The approval of the administrative permit will also include approval of the associated outdoor community event business license.



**Vicinity Plan**



**Site Plan**

**Project Evaluation**

The Children’s Cabinet is proposing to host a one-day fundraising event at the Montreux Golf Course, on the third practice green. The estimated attendance is 600-650 participants. Prior to the event, sponsorships and tables will be sold and tickets for the event will be available online or at the event and vary in price from \$25 to \$350 for an individual ticket. This is a private event and is not open to the general public. Montreux is a gated community and all guests, volunteers, and staff will have to enter through the main gate.

Set-up will be on Wednesday, August 21<sup>st</sup> through Friday, August 24, 2019, between the hours of 7:00 a.m. and 8:00 p.m. The event will be held on Friday, August 23, 2019, from 4:00 p.m. to 9:00 p.m. Clean-up of the site will be on August 24<sup>th</sup>, with the site returned to pre-event conditions.

Roundabout Catering will prepare the food off site and serve the food under two 40 x 120 wall-less tents. There will be a cocktail area outside of the tents. Camelot Party Rentals will provide the tents, fire extinguishers, signage, tables, chairs, linens, and other needed items. QuickSpace will provide the restroom facilities and handwashing station. Other vendors include Giraffe for decorations and the Peppermill for audio visual components and lighting. The event will include amplified sound and outdoor lighting during the event between the hours of 4:00 p.m. and 9:00 p.m.

Parking will be at the Montreux Club House and on the south side of De Chardin Lane; Montreux will inform the residents of the event and the parking plan. A golf cart valet will be available for guests from the clubhouse parking lot to the event site. The vacant parcel next to the practice green is in private ownership and no parking will be allowed on this property without the owner's written permission.

The applicant has contacted Truckee Meadow Fire Protection District to inspect the site; volunteers for the event will be informed of the evacuation plan; and the event is a non-smoking event. Due to the minimal size of the event, emergency medical services and sheriff's office do not require any conditions of approval.

### **South Truckee Meadows/Washoe Valley Citizen Advisory Board (STM/WV CAB)**

The STM/WV CAB reviewed the application for the Art of Childhood temporary event on July 11, 2019. There were no public comments and the CAB had no specific comments and voted to approve the event. At the due date of the staff report the CAB minutes were not available; however the minutes will be posted on the County website before the Board of Adjustment meeting on August 1<sup>st</sup>.

### **Reviewing Agencies**

The following agencies received a copy of the project application for review and evaluation.

- Washoe County Community Services Department
  - Planning and Development Division
  - Engineering and Capital Projects Division
- Washoe County Health District
  - Environmental Health Services Division
- Washoe County Risk Management
- Washoe County Sheriff
- Truckee Meadows Fire Protection District

Agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application (see Exhibits A & C).

### **Staff Comment on Required Findings**

WCC 110.808.25 requires that all of the following findings be made to the satisfaction of the Washoe County Board of Adjustment before granting approval of the administrative permit request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Forest Area Plan.

*Staff Comment: Staff Comment: There are no policies or action programs that prohibit the approval of a temporary one-day event of this nature in the Forest Area Plan.*

2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven.

*Staff Comment: The applicant has addressed the applicable requirements for providing sanitation, and parking for the temporary one-day event.*

3. Site Suitability. That the site is physically suitable for pancake breakfast within a temporary tent structure located on the beach adjacent to Lake Tahoe and for the intensity of such a development.

*Staff Comment: The event has been held at this location on previous occasions, and temporary improvements have been planned to make the site suitable for the temporary one-day event.*

4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.

*Staff Comment: Impacts associated with the event are of limited impact and duration as this is a temporary, one-day, event. Therefore, there will be no significant impact to the public health, safety or welfare; the event is unlikely to be injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.*

5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

*Staff Comment: There is no military installation in the area that is required to be noticed for this Administrative Permit; therefore this finding does not need to be made.*

### **Recommendation**

Those agencies which reviewed the application recommended conditions in support of approval of the project. Therefore, after a thorough analysis and review, Administrative Permit Case Number WADMIN19-0015 is being recommended for approval with conditions.

### **Motion**

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Board of Adjustment approve, subject to the conditions contained as Exhibit A in the staff report, Administrative Permit Case Number WADMIN19-0015 for Children's Cabinet, an administrative permit under WCC Section 110.310.20 and authorize the Director of the Planning and Development Division to issue an outdoor community event business license pursuant to WCC 25.272 when all pre-event conditions have been completed.

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Forest Area Plan;
2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed

improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;

3. Site Suitability. That the site is physically suitable for the proposed event and for the intensity of such an event;
4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area;
5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

### **Appeal Process**

Board of Adjustment action will be effective 10 calendar days after the written decision is filed with the Secretary to the Board of Adjustment and mailed to the original applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Board of Adjustment and mailed to the original applicant.

Applicant: The Children's Cabinet  
1090 South Rock Blvd.  
Reno, NV 89502  
Email: alane@childrenscabinet.org

Property Owner: Montreux Golf & Country Club Inc.  
18077 Bordeaux Drive  
Reno, NV 89511





# Conditions of Approval

Administrative Permit Case Number WADMIN19-0015

The project approved under Administrative Permit Case Number WADMIN19-0015 shall be carried out in accordance with the Conditions of Approval granted by the Board of Adjustment/ on August 1, 2019. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the approval of this administrative permit shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the conditions of approval related to this administrative permit is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the administrative permit may result in the initiation of revocation procedures.

Operational Conditions are subject to review by the Planning and Building Division prior to the renewal of a business license each year. Failure to adhere to the operational conditions may result in the Planning and Building Division recommending that the business license not be renewed until conditions are complied with to the satisfaction of Washoe County.

Washoe County reserves the right to review and revise the conditions of approval related to this Administrative Permit should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project or business.

The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies:

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

**Washoe County Planning and Building Division**

1. The following conditions are requirements of the Planning and Building Division, which shall be responsible for determining compliance with these conditions.

**Contact Name – Julee Olander, Planner, 775.328.3726, [jolander@washoecounty.us](mailto:jolander@washoecounty.us)**

**PRE-EVENT CONDITIONS**

- a. The applicant shall demonstrate substantial conformance to the application and site plans approved as part of this license.
- b. The event organizers shall pay the required fees, in full, prior to the public hearing on August 1, 2019.
- c. The event organizers shall submit the Authorization to Release Information form and Hold Harmless to Business License prior to the public hearing on August 1, 2019.
- d. A valet vendor list shall be provided to Business License prior to the public hearing on August 1, 2019.

**DURING-EVENT CONDITIONS**

- e. All amplified sound shall end by 9:00 p.m.
- f. All auxiliary/outdoor lighting shall be turned off no later than 10:00 p.m.

**POST-EVENT CONDITIONS**

- g. The site shall be cleaned-up and all trash removed within 2 days of the conclusion of the event.

**Washoe County Health District**

2. The following condition is a requirement of the Health District, which shall be responsible for determining compliance with this condition. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

**Contact Name – Nicholas Florey, 775.328.2648, [nflorey@washoecounty.us](mailto:nflorey@washoecounty.us)**

- a. The applicant shall obtain a temporary food permit at least 7 days prior to the event.

\*\*\* End of Conditions \*\*\*

**From:** [Florey, Nicholas J](#)  
**To:** [Olander, Julee](#)  
**Subject:** RE: WADMIN19-0015  
**Date:** Tuesday, July 16, 2019 4:31:24 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Julee,

I don't think I ever saw this application, but we did discuss this event with the organizer in a meeting. Health approves of the application as submitted and the only condition is to obtain a temporary food permit at least 7 days prior to the event.

**Nicholas Florey, REHS, BS**

Senior Environmental Health Specialist | Environmental Health Services | Washoe County Health District  
[nflorey@washoecounty.us](mailto:nflorey@washoecounty.us) | O: (775) 328-2648 | F: (775) 328-6176 | 1001 E. Ninth St., Bldg. B, Reno, NV 89512



---

**From:** Olander, Julee  
**Sent:** Monday, July 15, 2019 5:26 PM  
**To:** Florey, Nicholas J  
**Subject:** FW: WADMIN19-0015

Don't know if you saw this event application or not- please provide comments if you have any.  
Thanks,



**Julee Olander**

Planner | Community Services Department- Planning & Building Division  
[jolander@washoecounty.us](mailto:jolander@washoecounty.us) | Office: 775.328.3627 | Fax: 775.328.6133  
1001 E. Ninth St., Bldg A., Reno, NV 89512



Connect with us: [cMail](#) | [Twitter](#) | [Facebook](#) | [www.washoecounty.us](http://www.washoecounty.us)

---

**From:** Olander, Julee  
**Sent:** Monday, July 15, 2019 4:54 PM  
**To:** English, James; Rubio, Wesley S  
**Subject:** WADMIN19-0015

Didn't get any comments/conditions from you on this event for the Children's Cabinet. Please let me know as soon as possible if you have conditions.  
Thanks,

|



**Julee Olander**

**Planner | Community Services Department- Planning & Building Division**

[jolander@washoecounty.us](mailto:jolander@washoecounty.us) | Office: 775.328.3627 | Fax: 775.328.6133

1001 E. Ninth St., Bldg A., Reno, NV 89512



Connect with us: [cMail](#) | [Twitter](#) | [Facebook](#) | [www.washoecounty.us](http://www.washoecounty.us)

**From:** [Holly, Dan](#)  
**To:** [Olander, Julee](#)  
**Subject:** Administrative Permit Case Number WADMIN19-0015 (Children's Cabinet event)  
**Date:** Monday, June 24, 2019 12:57:50 PM

---

hello Julee: The applicant participated in a predevelopment meeting and was informed of all building requirements at that time. Thank You,

**From:** [Gil, Donald](#)  
**To:** [Olander, Julee](#)  
**Subject:** FW: June Agency Review Memo  
**Date:** Thursday, June 20, 2019 8:41:51 AM  
**Attachments:** [June Agency Review Memo.pdf](#)  
[image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.gif](#)  
**Importance:** High

---

Julee,

RE: Item #2 - The Washoe County Sheriff's Office Patrol Division has no issues or concerns with this event. I will pass it along to our shift on that night so they are aware and can swing by and simply have a presence around.

Thank you,

Don

## Don Gil

### Captain – Patrol Division

911 Parr Blvd. Reno, NV 89512

Desk: 775-328-3354

Email: [dgil@washoecounty.us](mailto:dgil@washoecounty.us)

Web: [www.WashoeSheriff.com](http://www.WashoeSheriff.com)

---

**From:** Fagan, Donna  
**Sent:** Wednesday, June 19, 2019 1:56 PM  
**To:** Gil, Donald <[DGil@washoecounty.us](mailto:DGil@washoecounty.us)>  
**Subject:** June Agency Review Memo

Captain Gil,

Please find the attached Agency Review Memo with a case received this month by CSD, Planning and Building.

You've been asked to review items #1 and #2. Click on the highlighted item descriptions for a link to the application.

Please send any comments or conditions to the planner for that item.

Thank you,  
Donna



**Donna Fagan**  
**Planning and Building Division | Community Services Department**  
[dfagan@washoecounty.us](mailto:dfagan@washoecounty.us) | Office: 775.328.3616  
1001 E. 9<sup>th</sup> Street, Reno, NV 89521





**WASHOE COUNTY**  
**COMMUNITY SERVICES**  
**INTEGRITY COMMUNICATION SERVICE**

P.O. Box 11130  
Reno, Nevada 89520-0027  
Phone: (775) 328-3600  
Fax: (775) 328-3699

July 11, 2019

TO: Julee Olander, Planner, CSD, Planning & Development Division

FROM: Vahid Behmaram, Water Management Planner Coordinator, CSD

SUBJECT: Administrative Permit Case Number WADMIN19-0015 (Children's Cabinet event)

**Project description:**

The applicant is proposing to approve an Administrative Permit to approve an Outdoor Community Event business license, for an evening event including live and silent auction and a three course meal at the Montreux Golf Course, Practice Hole 3, on August 23, 2019 from 4:00 p.m. to 9:00 p.m.

*The Community Services Department (CSD) recommends approval of this project with the following Water Rights conditions:*

There are no comments nor any conditions.





# WASHOE COUNTY

## COMMUNITY SERVICES DEPARTMENT

### Engineering and Capital Projects

1001 EAST 9<sup>TH</sup> STREET  
RENO, NEVADA 89512  
PHONE (775) 328-3600  
FAX (775) 328.3699

---

---

### INTEROFFICE MEMORANDUM

---

---

DATE: June 27, 2019

TO: Julee Olander, Planner, Planning and Building Division

FROM: Leo Vesely, P.E. Engineering and Capital Projects Division

SUBJECT: **WADMIN19-0015**  
**APN 148-010-55**  
**Children Cabinet Event - Montreux**

---

### GENERAL PROJECT DISCUSSION

Washoe County Engineering staff has reviewed the above referenced application. The Engineering and Capital Projects Division recommends approval with no comments or conditions.

LV/lv



INTEGRITY



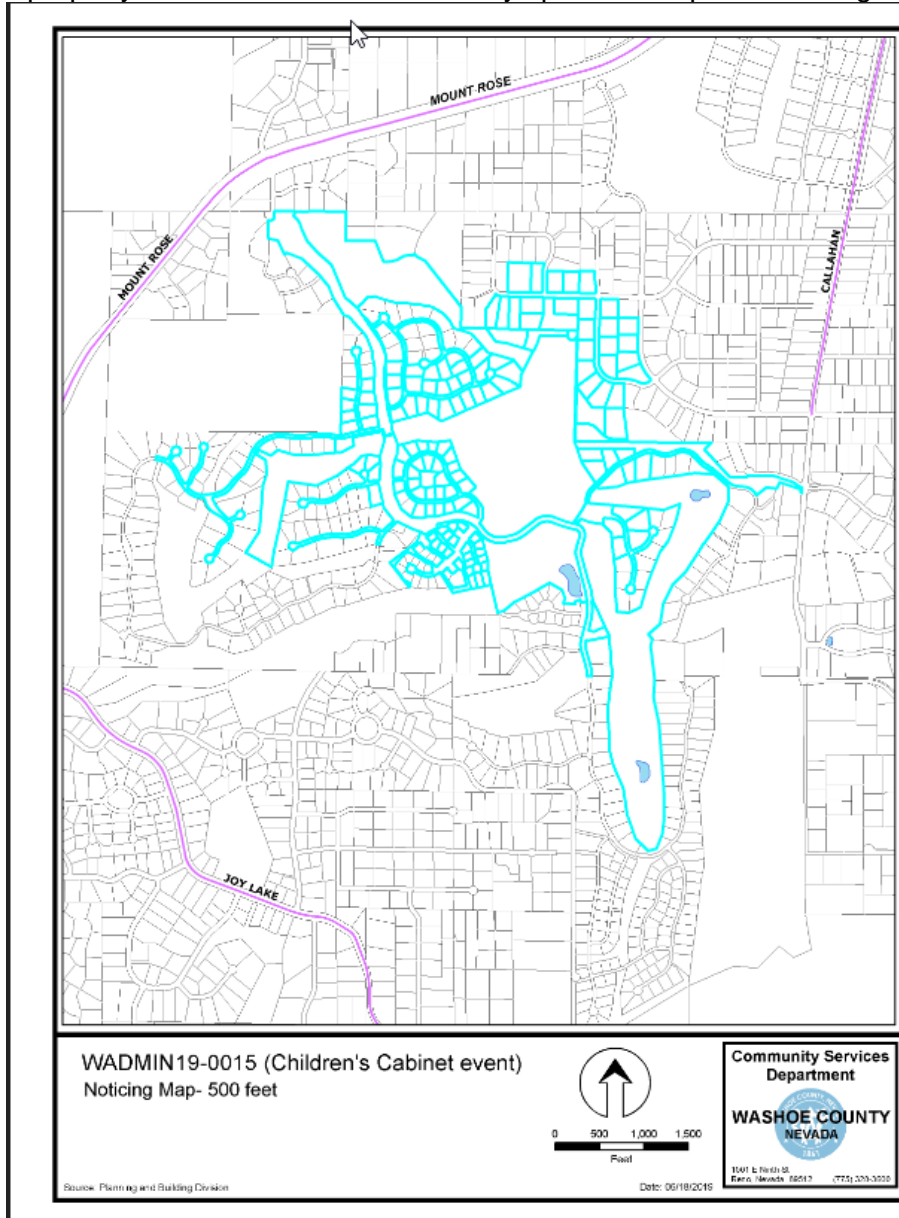
EFFECTIVE  
COMMUNICATION



QUALITY  
PUBLIC SERVICE

**Public Notice**

Washoe County Code requires that public notification of an Administrative Permit be mailed to a minimum of 30 separate property owners within a minimum 500 foot radius of the subject property a minimum of 10 days prior to the public hearing date. This proposal was noticed within a 500-foot radius of the subject property, noticing 32 separate property owners a minimum of 10 days prior to the public hearing date.



**Public Notice Map**

**Administrative Permit Case Number WADMIN19-0015**

**OUTDOOR  
COMMUNITY EVENT  
LICENSE APPLICATION**

**1001 EAST 9TH STREET, BUILDING A**

**P.O. BOX 11130**

**RENO, NEVADA 89520-0027**

**(775) 328-3733**

**[www.washoecounty.us](http://www.washoecounty.us)**

## OUTDOOR COMMUNITY EVENT LICENSE GENERAL PROCEDURES

**Definition:** "Outdoor community event" means an assembly of more than 100 and less than 1,000 persons on any one day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

1. **APPLICATION.** Complete the form in ink. This application is for events with attendance over 100 and less than 1,000 persons on any one day the event. There is a \$50.00 nonrefundable application fee. Applications will be returned if the application fee is not included. Three paper copies of the application and one electronic pdf file (memory stick or DVD) must be turned in at least 90 days before the event. The application must include all required forms.
2. **APPLICATION DEADLINE.** All applications must be submitted at least 90 days in advance of the event.
3. **LICENSING/PERMIT REQUIREMENTS.** An outdoor community event license is required on any public or private lands in the unincorporated area of Washoe County except for lands managed by the Washoe County Parks Department and state, trust, tribal, and federal lands. All events must meet land use/regulatory zone requirements before the license will be issued. For information on land use/regulatory zone requirements, call (775) 328-6100 with the parcel number(s) of the event. There are special application processes, depending on the size of the event:
  - a. *Events with between 100 and 299 people on any one day of the event.* These events require an outdoor community event license only. The Director of the Planning and Development Division shall approve, approve with conditions, or deny the license.
  - b. *Events with between 300 and 999 people on any one day of the event.* These events shall obtain both an outdoor community event license and an administrative permit. This application shall suffice for the outdoor community event license application and the administrative permit application. No additional fees are required for filing the administrative permit application. The Board of Adjustment shall approve, approve with conditions, or deny the license and permit.
4. **FEES.** The license fee for an outdoor community event is \$350.00 per day plus any booth fees if applicable. If the event is a carnival, circus or tent show the daily license fee is \$300, to a maximum amount of \$4,200, plus booth fees if applicable.

BOOTH FEES			
1-4 booths	\$ 25	50-59 booths	\$ 30
5-9 booths	\$ 50	60-69 booths	\$ 350
10-19 booths	\$ 100	70-79 booths	\$ 400
20-29 booths	\$ 150	80-89 booths	\$ 45
30-39 booths	\$ 200	90-100 booths	\$ 500
40-49 booths	\$ 250	More than 100 booths	\$ 500 plus \$5 for each booth in excess of 100

5. **INVESTIGATION.** The sheriff's office shall conduct a criminal history background check of the applicants (to include partners and corporate officers). Fingerprint impressions may be taken and submitted to the Nevada central repository for criminal history records and the Federal Bureau of Investigation. Fingerprint impressions will be taken after the application is turned in and deemed complete.
6. **CONDITIONS.** All conditions imposed by the Director or the Board of Adjustment for the outdoor community event license and/or the administrative permit must be met before the license will be issued.
7. **APPROVALS.** The application will be reviewed by the appropriate agencies. The application will be approved by the Director of the Planning and Development Division or the Board of Adjustment.
8. **ISSUANCE OF LICENSE.** The outdoor community event license will be issued after all fees have been paid and all necessary approvals have been received. The event license must be displayed prominently at the event and must be available for inspection. This license is valid only for the event authorized and not for any other event.

# OUTDOOR COMMUNITY EVENT LICENSE/PERMIT

## Materials required for submittal

\_\_\_\_\_ Fees – check(s) made payable to "Washoe County"

### Application fee

\_\_\_\_\_ \$50 non-refundable application fee

### Daily fee(s)

\_\_\_\_\_ \$350 daily fee plus appropriate booth fees

*Carnival, circus or tent show fees*

\_\_\_\_\_ \$300 daily fee (maximum of \$4200) plus appropriate booth fees

\_\_\_\_\_ Three packets and one electronic pdf file (memory stick or DVD). Each packet shall include the completed application and event plan. The event plan must include:

\_\_\_\_\_ Site plan showing the arrangement of all facilities; including ingress, egress, parking and camping; and,

Detailed explanations for:

\_\_\_\_\_ Security and fire protection

\_\_\_\_\_ Water supply and facilities

\_\_\_\_\_ Sanitation facilities

\_\_\_\_\_ Medical facilities and services

\_\_\_\_\_ Vehicle parking spaces

\_\_\_\_\_ Vehicle access and on-site traffic control

\_\_\_\_\_ Communication system

\_\_\_\_\_ Illuminating the premises (if applicable)

\_\_\_\_\_ Camping (if applicable)

\_\_\_\_\_ Cleanup and rubbish removal plan and cost estimates to return the event site to its pre-event condition

\_\_\_\_\_ Certified copies of articles of incorporation filed in Nevada (if applicable)

\_\_\_\_\_ Copy of partnership papers (if applicable)

\_\_\_\_\_ Insurer Information and copy of insurance policy specific to event (copy must be furnished prior to the issuance of the license)

## Submission Materials (continued)

- \_\_\_\_\_ Property ownership affidavit and permission to conduct event signed by each property owner(s) and notarized (separate form for each property owner)
- \_\_\_\_\_ Vendor list
- \_\_\_\_\_ Statement of Assets
- \_\_\_\_\_ Statement of Liabilities
- \_\_\_\_\_ Personal history of all applicants (to include corporate officers and partners)
- \_\_\_\_\_ Names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event
- \_\_\_\_\_ Names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event
- \_\_\_\_\_ Release of claims and authorization to release information signed by each applicant (to include corporate officers and partners) and notarized

# OUTDOOR COMMUNITY EVENT APPLICATION

(Requires a non-refundable \$50 application fee)

Application date: 4/15/2019

## Applicant Information

Applicant's name: The Children's Cabinet Inc.

Mailing address: 1090 South Rock Blvd Reno NV 89502

Street or PO Box

City

State

Zip code

Phone: 775-856-6200 (Business) 775-856-6200 (Home) \_\_\_\_\_ (Cell)

All applicants, to include corporate officers or partners must complete a personal history form

Is the applicant a(n):  Corporation  Partnership  Individual

If a corporation or a partnership, list corporate officers or partners:

Name

Address

Title

---

---

---

## Event Information

Name of Event: Art of Childhood

Date(s) of Event: August 23rd, 2019 Hours of operation: 4:00 pm - 9:00 pm

Location of Event: Montreux Golf Course, Practice Hole 3

Assessor Parcel Number(s): \_\_\_\_\_

Description of Event: Art of Childhood is the Children's Cabinet annual fundraiser. This event is a private, ticketed event put on by the Children's Cabinet. Prior to the event sponsorships and tables are sold (prices are attached). Each person or company who purchases a table provides us with a list of their guests ahead of time. Those guests enjoy an evening of live and silent auction items, a three course meal, and wonderful company.

Name of the designated event representative who will be on-site during the event and who has authority to bind the applicant: Amelia Lane

Will an admission fee be charged for your event?  Yes  No

If yes, amount and type of fee(s): Prices are attached with packet. Prices range from \$350 - \$25,000

When will fee be collected?  Pre-sales  At entrance

Approximate number of participants and other persons: 600 - 650

Approximate number of customers and spectators: 600 - 650

Approximate maximum number of persons on any one day of the event: 600 - 650

Will food and/or beverages be served?  Yes  No

(all food and beverage vendors must have the appropriate Washoe County Health District permits)

Will alcoholic beverages be served?  Yes  No

(all intoxicating liquor vendors must be individually licensed with Washoe County Business License)

Will there be live music?  Yes  No

# OUTDOOR COMMUNITY EVENT LICENSE

## Insurer Information

(see Insurance, Hold Harmless & Indemnification Requirements)

Name of Insurer: \_\_\_\_\_ Policy number: \_\_\_\_\_

Attach copy of insurance policy specific to event (must be furnished prior to the issuance of the license)

Address of Insurer: \_\_\_\_\_  
Street City State Zip code

Limits of liability: \_\_\_\_\_

## HISTORY OF SIMILAR EVENTS

(attach additional sheets if needed)

Describe the history of all similar events conducted, operated or promoted by the applicant. Include, at a minimum, event names, types, dates, locations, permits or licenses issued.

---

---

---

---

---

---

---

---

## Vendor List

(attach additional sheets if needed)

Name of Vendor	Type of service or product
Montroux - Montroux Golf and Country Club	will be providing the event space free of charge.
RoundAbout Catering	RoundAbout Catering will prepare food on and off site. There will be a three course meal. That meal includes brie, pear, and honey on a sea salt cracker, deviled eggs with smoked bacon, mini baguettes with wildflower and chive butter, a roasted beets and citrus salad with goat cheese and tarragon, Italian chicken with parmesan herb polenta and asiago basil cream, and a deconstructed blueberry peach cheesecake for dessert.
Camelott	Camelott will be providing the event rentals. This includes all tables, chairs, linens, tents, fire extinguishers, exit signs, tent siding, and other small items.
QuickSpace	QuickSpace will be providing restrooms for our guests. This includes a generator, an executive 24' restroom, ADA access, a hand wash station, and trash barrel.
Waste Management	Waste Management will be providing fifteen 96 Gal Containers, two 4 yard bins, and one 4 yard OCC.
Giraffe	Giraffe will be providing the decor for the event.
Peppermill	Peppermill Resort and Casino will be providing all of the audio visual components. This includes the stage, lighting, videography, and sound.



**OUTDOOR COMMUNITY EVENT  
AFFIDAVIT OF PROPERTY OWNERSHIP  
and/or PERMISSION TO CONDUCT EVENT**

STATE OF NEVADA            )  
  ) ss:  
COUNTY OF WASHOE        )

I, \_\_\_\_\_ being duly sworn, depose, and say that I am an owner\* of property involved in this outdoor community event and I do hereby:

(check appropriate box)

Affirm that I am an applicant for the below named proposed outdoor community event and also own the property or properties on which the event will be conducted

OR

Affirm that I give permission to the applicants for the below named proposed outdoor community event to conduct the event on the following property or properties which I own:

Assessor Parcel Number(s): \_\_\_\_\_

Proposed Outdoor Community Event: \_\_\_\_\_

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public in and for said county and state

My commission expires: \_\_\_\_\_

\*Owner refers to the following. Please mark the appropriate box.

- OWNER/JOINT OWNER
- CORPORATE OFFICER/PARTNER
- POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

**OUTDOOR COMMUNITY EVENT  
STATEMENT OF ASSETS**

As of April 30, 2019

(Describe fully and indicate assets pledged)  
(If additional space is required, attached supporting pages or documents)

**Current Assets**

Cash on hand	_____	\$ <u>0</u>
Cash in safe deposit box	_____	\$ <u>0</u>
Cash in	_____	\$ <u>1,479,542</u>
	Location of Box Wells Fargo, Kietzke Branch, Reno, NV Name, Bank and Branch	
Cash in	_____	\$ _____
	Name, Bank and Branch	
Accounts and notes receivable (describe nature of receivable and when due)		
<u>Mainly monthly grant award payments billed to/received from state and</u>		\$ <u>1,307,879</u>
<u>federal funders</u>		\$ _____
Other current assets		
_____		\$ <u>0</u>
_____		\$ _____

**Investments**

Stocks, Bonds, etc (Market value) (If close held corporation, furnish current balance sheet)		
<u>Children's Cabinet, Inc., Reserves Fund (Invested)</u>		\$ <u>763,142</u>
_____		\$ _____
_____		\$ _____
Investments, other than stocks and bonds		
_____		\$ <u>0</u>
_____		\$ _____
_____		\$ _____

**Fixed assets**

Real estate (Give location, description and fair value of each parcel)		
<u>1090 S. Rock Boulevard, Reno, NV and 777 Sinclair Street, Reno, NV</u>		\$ _____
<u>Buildings, Land, and Improvements *</u>		\$ <u>2,019,516</u>
<u>Other: Automobiles, Furniture and Equipment, Computer Software *</u>		\$ <u>73,513</u>

\* Values are net (minus accumulated depreciation)

**Other assets**

Automobiles and other personal property		
<u>Prepaid Expenses (Workers' Comp and Misc.)</u>		\$ <u>(3,917)</u>
<u>Deferred Expenses</u>		\$ <u>3,083</u>
<u>Intangible Assets (Mineral Rights)</u>		\$ <u>593,700</u>

**Total Assets** ..... \$ 6,236,458

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# OUTDOOR COMMUNITY EVENT STATEMENT OF LIABILITIES

As of April 30, 2019

(Describe fully, indicate secured liabilities)  
(If additional space is required, attached supporting pages or documents)

**Current liabilities**

Notes payable \_\_\_\_\_ \$ 0  
Name, Bank and Branch  
 Due \_\_\_\_\_ How secured \_\_\_\_\_

Notes payable \_\_\_\_\_ \$ \_\_\_\_\_  
Name, Bank and Branch  
 Due \_\_\_\_\_ How secured \_\_\_\_\_

Notes payable \_\_\_\_\_ \$ \_\_\_\_\_  
Name, Bank and Branch  
 Due \_\_\_\_\_ How secured \_\_\_\_\_

Notes payable \_\_\_\_\_ \$ \_\_\_\_\_  
Name, Bank and Branch  
 Due \_\_\_\_\_ How secured \_\_\_\_\_

Other notes payable (indicate name, address and how secured)  
 \_\_\_\_\_ \$ 0  
 \_\_\_\_\_ \$ \_\_\_\_\_

Accounts payable .....	\$ <u>1,289,653</u>
Liability for Federal Income Tax (delinquent) .....	\$ <u>0</u>
Provision for current year's Federal Income Tax .....	\$ <u>0</u>
Provisions for other current taxes .....	\$ <u>0</u>
Liability for other delinquent taxes .....	\$ <u>0</u>

Mortgages payable (List each mortgage separately, how secured, and monthly payments due thereon)  
 \_\_\_\_\_ \$ 0  
 \_\_\_\_\_ \$ 0

Other liabilities Payroll liabilities (including accrued compensated absences and  
 state unemployment insurance payable) \_\_\_\_\_ \$ 376,529  
 Deferred revenue (grants and donations) \_\_\_\_\_ \$ 121,586  
 \_\_\_\_\_ \$ \_\_\_\_\_

**Total Liabilities** ..... \$ 1,787,768

Contingent liabilities (describe)  
 \_\_\_\_\_  
 \_\_\_\_\_

Print Name	Signature	Date
------------	-----------	------

OUTDOOR COMMUNITY EVENT

PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full: Kim A Young  
First Middle Last

List ALL other names you have been known by: Kim Conaghan (pre-1995)

Residence address: 2901 Sage Ridge Dr. Reno NV 89509  
Street City State Zip Code

Residence phone: [REDACTED] Business phone: 775 856 0346

Name of your present business or employer: The Children's Cabinet

Business address: 1090 So. Rock Blvd. Reno NV 89509  
Street City State Zip Code

Type of business: Non-profit Position: Executive Director

How long engaged in this business: 30 years

Date of birth: [REDACTED] Age: 50 Place of birth: [REDACTED]

List cities in which you have lived during the last ten years:  
Dates From and To City State  
7/2008 - present Reno NV

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the license. The filing of the application does not authorize the conducting of any event for which a license is required, and any carrying on of such event before a license is issued may also be grounds for denial of a license.

Kim Young  
Printed name of applicant

[Signature]  
Signature of applicant

5-13-19  
Date

**OUTDOOR COMMUNITY EVENT  
CONTRIBUTORS OR INVESTORS LIST**

(List the names and addresses of any person contributing, investing or  
having an expected financial interest greater than \$500 in producing the event)  
*(attach additional sheets if needed)*

Name

Address

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**ANCILLARY SERVICES OR ACTIVITIES LIST**

(List the names and addresses of any person expected to provide, for consideration,  
services or activities ancillary to or in conjunction with the event)  
*(attach additional sheets if needed)*

Name

Address

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**OUTDOOR COMMUNITY EVENT  
RELEASE OF CLAIMS**

(complete a separate form for each applicant, to include corporate officers and partners)

The undersigned has filed with Washoe County Business License an application for outdoor community event license. In consideration of the assurance by the Board of County Commissioners that no vote on said application will be taken except after a deliberate, intensive and thorough investigation of the undersigned, including but not limited to criminal history background, associates and finances, the undersigned does for himself, his heirs, executors, administrators, successors and assigns, hereby release, remise and forever discharge the County of Washoe, Washoe County Sheriff's Office, Washoe County Commission, and Washoe County Business License from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the undersigned ever had, now has or may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to the undersigned application.

**AUTHORIZATION TO RELEASE INFORMATION**

As an applicant for an outdoor community event license with Washoe County Business License, I am required to furnish information for use in determining my qualifications. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I hereby release you, your organization and others from liability or damage, which may result from furnishing the information requested. This release will expire 180 days after the date signed.

I, the undersigned, have read this release and understand all its terms; I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have executed this release at \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed name of applicant

\_\_\_\_\_  
Signature of applicant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for said county and state

My commission expires: \_\_\_\_\_

**OUTDOOR COMMUNITY EVENT  
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS**

Pursuant to Washoe County Code section 25.303, any applicant for a Washoe County outdoor community event license must ensure the following requirements are met to the satisfaction of the Washoe County Risk Management Division before the outdoor community event license may be issued.

**INDEMNIFICATION & HOLD HARMLESS**

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY.

APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

**INSURANCE REQUIREMENTS**

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT.

APPLICANT shall maintain coverage and limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit, to apply separately to this event.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY Risk Manager prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured's.

***NOTE: A certificate of insurance complying with the provisions stated above is not required with the outdoor community business license application, but must be furnished prior to the issuance of the license.***

I hereby agree to the all of the provisions stated above:

_____ Name of Event	_____ Date(s) of Event
_____ Applicant's name (printed)	_____ Applicant's signature
Date: _____	

**OUTDOOR COMMUNITY EVENT  
(Outdoor Festivals)  
WASHOE COUNTY CODE CHAPTERS 25 & 110**

**EXTRACT FROM WASHOE COUNTY CODE CHAPTER 25**

25.013 Definitions. (extract, definitions for Outdoor Festivals only)

14. "Outdoor community event" means an assembly of more than 100 and less than 1000 persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

15. "Outdoor festival" means an assembly of 1,000 or more persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

25.263 Definitions. As used in sections 25.263 to 25.305, inclusive:

1. The terms "outdoor community event" and "outdoor festival" have the meanings ascribed to them in section 25.013.

2. "Carnival" means a traveling business providing commercial entertainment consisting of sideshows, concessions, rides, games of chance, and other amusements. When held outdoors, a carnival is a type of outdoor festival or outdoor community event.

3. "Circus" means a traveling business providing commercial performances by acrobats, trained animals, clowns, jugglers, and others within a tent or arena. When held outdoors or in a tent, a circus is a type of outdoor festival or outdoor community event.

4. "Tent show" means a traveling business providing music, lectures, or entertainment in a tent, and is a type of outdoor festival or outdoor community event.

[§4, Ord. No. 1099; A. Ord. No. 1138]

25.265 License required for certain outdoor events. In addition to complying with the general provisions of this chapter, a person must secure a license in accordance with sections 25.263 to 25.305, inclusive, to operate or conduct:

1. An outdoor festival including, without limitation, an outdoor circus, carnival, or other outdoor entertainment event for 1000 or more persons on any one (1) day of the event for which an outdoor festival license is required pursuant to sections 110.310.15 and 110.310.20 inclusive.

2. An outdoor community event. The license is in addition to any administrative permit granted pursuant to section 110.310.15.

[§5, Ord. No. 1099; A. Ord. Nos. 1138, 1260]

25.267 License valid for one event only. A license issued under sections 25.263 to 25.305 is valid only for the event authorized and not for any other event.

[§6, Ord. No. 1099]

25.269 Applicability. A person must secure a license under section 25.283 to conduct or operate any outdoor event listed in section 25.265 proposed to take place on public or private lands in the unincorporated area of Washoe County, except for lands managed by the Washoe County Parks Department and state, trust, tribal, and federal lands.

[§7, Ord. No. 1099]



25.271 Unlawful acts. It is unlawful for any licensee, employee, agent or person associated with a licensee to:

1. Unless authorized to do so by Washoe County, conduct, operate, participate in, or provide supplies or services to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to conduct, operate, participate in, or provide supplies or services to such an event for which a license has been suspended or revoked.
  2. Except for advance ticket sales by mail or similar means, to sell tickets or admit persons to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to sell tickets or admit persons to such an event for which a license has been suspended or revoked.
  3. Operate, conduct, or carry on an event for which a license is required under section 25.265 in such a manner as to create a nuisance.
  4. Allow any person on the premises of an event for which a license has been issued under section 25.283 to cause or create a disturbance in, around or near any place of the event by offensive or disorderly conduct.
  5. Knowingly allow any person to sell, consume or be in possession of intoxicating liquor while in a place of an event for which a license has been issued under section 25.283, except where such sale, consumption or possession is expressly authorized under chapters 25 and 30 and the laws of the State of Nevada.
  6. Knowingly allow any person in, around, or near an event for which a license has been issued under section 25.283 to use, sell, or be in possession of any controlled substance or dangerous drug.
- [§8, Ord. No. 1099]

25.272 Outdoor community events; license required; application; fees; approval or denial; revocation; unlawful acts.

1. The provisions of this section and the provisions of sections 25.010 to 25.445, inclusive, apply to an application for a license to hold an outdoor community event.
  2. No outdoor community event shall be held or conducted unless the sponsor has first obtained a business license pursuant to this section. An outdoor community event with more than 300 and less than 1000 persons on any one (1) day of the event shall also obtain an administrative permit pursuant to section 110.310.20.
  3. Application for a license to conduct an outdoor community event shall be made to the license division on forms designated by the license division and shall be accompanied by a nonrefundable application fee of \$50 and any other business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn. The application shall require the same information required under section 25.273. For those events requiring an administrative permit pursuant to section 2, the license application shall suffice for the administrative permit application and no additional fees are required for filing the administrative permit application.
  4. The director of community development or the board of adjustment shall approve or deny the application. Grounds for denial are the same as those set forth in section 25.281 and notice thereof shall be made in accordance with section 25.279. Approval may include the imposition by the license division of any condition set forth in sections 25.289 to 25.305, inclusive.
  5. The license may be suspended or revoked in the manner provided in section 25.287.
  6. The acts declared unlawful in section 25.271 shall also be unlawful if done during or in conjunction with an outdoor community event.
- [§165, Ord. No. 1138]

25.273 Application and fee.

1. An application to conduct an event for which a license is required under section 25.265 must be made in writing to the license division on forms provided by the division. The license division must receive a complete application at least 90 days prior to commencement of the event. No application shall be processed until the application is deemed complete by the license division. Except as provided in subsection 4, the license application must be accompanied by:

(a) A nonrefundable application fee of \$1,000 for a license required pursuant to subsection 1 of section 25.265, and

(b) Any business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn.

2. The application shall contain:

(a) The name, age, residence and mailing address of the person making the application. If the applicant is a partnership, the application must include the names and addresses of the partners, and the partners must join in the application as individual licensees. If the applicant is a corporation, the application must include a certified copy of the articles of incorporation and the names and addresses of the president, vice president, secretary and treasurer thereof, and these officers must join in the application as individual licensees.

(b) A statement of the nature and purpose of the proposed event.

(c) The address and assessor's parcel number or numbers of the place where the proposed event is to be conducted, operated, or carried on. The application must include proof of ownership of the place where the event is to be conducted or a statement signed by the owner indicating his consent for the site to be used for the proposed event.

(d) The date or dates and the hours during which the event is to be conducted.

(e) An estimate of the number of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.

(f) The names and addresses of anyone contributing, investing or having an expected financial interest greater than \$500 in producing the event.

(g) The name and address of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the festival.

(h) If other than the applicant, the name of a designated event representative who must be on the site of the event during the course of the event and who has authority to bind the applicant.

(i) An event plan in accordance with section 25.275.

(j) A statement covering the history of all similar events conducted, operated, or promoted by the applicant in any location including, at a minimum, event names, types, dates, locations, and permits issued.

3. After the application is submitted with required fees and deemed complete by the license division, the license division must:

(a) Transmit one copy of the application and a copy of the receipt for the application fee to the county clerk; and

(b) Promptly give notice of the application to the sheriff, the district health officer, and other local, regional, state, and federal officers as appropriate, with a request for written recommendations related to their official functions as to the granting of a license and the conditions thereof. The license division may establish a deadline by which recommendations must be received.

4. Upon written application from any executive officer of any local post or unit of any national organization of ex-servicemen, acting in his official capacity, a license shall be issued without charge for a tent show or circus for not to exceed 2 weeks in any calendar year, if the local post or unit is to participate in such show or the proceeds thereof.

[§9, Ord. No. 1099; A. Ord. No. 1138]

25.275 Event plans. Each application submitted under section 25.273 must include fifteen copies of an event plan which must include:

1. A detailed explanation of the applicant's plans to provide security, fire protection, water supply, water facilities, sanitation facilities, medical facilities, medical services, vehicle parking, vehicle access, traffic control and, if the event will operate after dark or if persons will remain overnight, illumination and camping facilities.

2. Provisions and a cost estimate for cleaning up the premises and removing rubbish after the event.

3. A site plan showing the arrangement of all facilities, including those for egress, ingress, parking, and camping.

[§10, Ord. No. 1099]

25.276 Investigation.

1. Upon receiving the notice of the application as provided for in subsection 3(b) of section 25.273, the sheriff shall conduct a criminal history background check of the applicants in accordance with section 25.023 to determine whether cause for denial exists. The reasonable costs of the investigation shall be the responsibility of the applicant and shall be paid to the sheriff in advance.

2. The sheriff shall also conduct an investigation of the history of similar events operated, conducted, or promoted by the applicant to determine the truthfulness of the facts submitted by the applicant and to determine whether those events would have met the standards for outdoor festivals set forth in sections 25.263 to 25.305, inclusive.

3. For a second or subsequent application by an applicant, and provided that the applicant, owner, officer and/or director have not changed, the license division or the sheriff may waive the requirements of subsection 2 of this section and modify the requirements of subsection 1 of this section as follows:

(a) At the discretion of the Sheriff, a criminal history records check need not be processed in accordance with section 25.023, but the Sheriff shall review local police records including, without limitation, warrants to determine whether cause for denial exists.

[§168, Ord. No. 1138; A. Ord. No. 1383]

25.277 Review procedures: Events for 1,000 or more persons. After an application for an event listed in subsection 1 of section 25.265 is submitted with required fees and deemed complete by the license division:

1. The license division must consult with the county clerk and set the application for public hearing at a regular meeting of the board to occur not more than 30 days after the application is deemed complete.

2. At least 10 days in advance of the hearing, the license division must give notice of the public hearing to the applicant and to affected property owners in the manner set forth in section 110.810.25 for special use permits.

3. Based upon the testimony of witnesses, the evidence presented at the hearing, and the report of the license division, the board must approve the issuance of a license with conditions or deny the application. The board may continue a decision on the application to its next regularly scheduled meeting.

4. If the board denies the application, the license division shall mail written notice of denial to the applicant within 5 working days of the denial. The notice must include a statement of the reasons the application was denied.

[§11, Ord. No. 1099; A. Ord. No. 1138]

25.279 Review procedures: Events for more than 100 but less than 1,000 persons. After an application for an event listed in subsection 2 of section 25.265 is submitted with required fees and deemed complete by the license division, the license division must review the application, following substantially the same procedures set forth in sections 110.808.30 to 110.808.45, inclusive, for administrative permits. The director of community development or, where applicable, the board of adjustment must approve the issuance of a license with conditions or deny the application.

[§12, Ord. No. 1099; A. Ord. No. 1138]

25.281 Grounds for denial. The board, the board of adjustment or the director of community development may deny issuance of a license for any of the following reasons:

1. The proposed event will be conducted in a manner or location not meeting the health, zoning, fire, building or safety standards established by Washoe County or state law.

2. The applicant has knowingly made a false, misleading, or fraudulent statement of material fact in the application for a license or in any other document required pursuant to sections 25.263 to 25.305, inclusive.

3. The applicant or any person connected or associated with the applicant as partner, director, officer, associate or manager, or having a financial interest as described in subsection 2(f) of section 25.273 has previously conducted or been interested in the type of event for which a license is being applied for which resulted in the creation of a public or private nuisance.

4. The applicant or any person associated with the applicant as a partner, director, or officer has been convicted within the past ten (10) years of any of the following crimes:

- (a) Involving the presentation, exhibition or performance of an obscene production, motion picture or place, or of selling obscene matter;
- (b) Involving lewd conduct;
- (c) Involving the use of force and violence upon the person of another;
- (d) Involving misconduct with children; or
- (e) Involving illegal use of controlled substances or dangerous drugs.

5. The applicant or any person associated with the applicant as a partner, director, or officer has a history of conducting similar events that would not meet the standards established in sections 25.263 to 25.305, inclusive.

[§13, Ord. No. 1099; A. Ord. No. 1138]

25.283 Issuance of license, posting, fee.

1. To make a determination that the conditions of license approval have been met, the license division must receive from the applicant proof of compliance with each condition imposed under section 25.277 or 25.279. Such proof must:

- (a) Include executed contracts or agreements with all providers of required services and facilities, or other evidence approved by the director of community development;
- (b) Where the sheriff, district health officer, director of community development, fire chief, or other officer has determined the condition, include the written approval or acknowledgement of that person; and
- (c) Be received by the license division at least 5 working days prior to commencement of the event.

2. Upon a determination by the license division that the conditions of license approval have been met, and that all applicable fees and deposits have been paid, the license division must issue a license specifying the name and address of the licensee, the kind of festival licensed, and the dates and hours for which operation is authorized. The licensee must post the license in a conspicuous place upon the premises where the event is conducted.

3. The board hereby delegates to the director of community development the authority to determine whether an applicant has met the conditions of license approval. The applicant or his agent may appeal a decision of the director under this subsection in substantially the same manner as set forth in section 110.808.45 for administrative permits.

[§14, Ord. No. 1099]

25.285 Revocation of license: Cause. The board may revoke or further condition any license issued pursuant to section 25.283 when any of the following causes exists:

1. The licensee fails to pay to the license division any of the fees or deposits required under sections 25.263 to 25.305, inclusive.

2. The licensee, his employee or agent fails to fulfill any of the conditions of approval or to maintain required facilities pursuant to sections 25.263 to 25.305, inclusive, or to comply with any provision of any contract for police protection or other services.

3. The licensee allows the event to be conducted in a manner that violates any law or regulation established by Washoe County or the State of Nevada.

4. The licensee allows the festival to be conducted in a disorderly manner or knowingly allows any person to remain on the premises of the event while under the influence of intoxicating liquor or any controlled substance or dangerous drug.

5. The licensee, his employee or agent is convicted of any of the offenses enumerated under subsection 4 of section 25.281.

6. The licensee fails to provide the required number of facilities or personnel by reason of admitting persons in excess of the number estimated in the application.

[§15, Ord. No. 1099]

25.287 Suspension and revocation of outdoor community event or outdoor festival license: Procedures.

1. Whenever the continued operation of the event constitutes an imminent threat to the public health or safety, a license issued under section 25.283 is subject to immediate suspension by the license division, sheriff, chief of the responsible fire protection agency, or district health officer as set forth in this section.

A license issued under section 25.283 is also subject to immediate suspension by the license division or sheriff when any of the causes listed in section 25.285 exist.

2. Any person may file with the license division, sheriff, chief of the responsible fire protection agency, or district health officer a petition for suspension or revocation of the license of any licensee.

3. Whether initiated by petition or otherwise, the procedures for suspension and revocation shall be those set forth in sections 25.0380 through 25.0387, inclusive, except as follows:

(a) The causes for revocation are set forth in 25.285; and

(b) The license division may modify the time schedules set forth in subsections 4 and 6 of section 25.0381 if the event is scheduled to commence before the hearing would be held, or request a special hearing pursuant to NRS 244.090 if the event has not commenced and reasonable notice is possible. [§16, Ord. No. 1099; A. Ord. No. 1138, 1336]

25.289 Licensing conditions: Generally.

1. For an event for which a license is required under section 25.265, the board, the board of zoning adjustment, or the director of community development must establish conditions that must be met prior to the issuance of a license.

2. Conditions imposed under subsection 1 of this section shall be imposed pursuant to Washoe County's general police power as necessary under all the circumstances for the protection of the health, welfare, safety and property of local residents and persons attending festivals in the county, and may include, without limitation, the conditions specified in sections 25.291 to 25.305, inclusive.

3. The licensee must meet conditions imposed under this section at the licensee's expense. [§17, Ord. No. 1099; A. Ord. No. 1138]

25.291 Licensing conditions: Police protection. A licensee must employ sheriff's deputies or other police protection, to include private security firms or agencies, as necessary for the public health, safety, and welfare. The sheriff shall determine the numbers and types of officers or security personnel necessary to preserve order and protect persons and property in and around the place of the festival. [§18, Ord. No. 1099]

25.293 Licensing conditions: Food, water, sanitation, garbage disposal, and medical services.

1. A licensee must provide on the premises of the festival as necessary for the public health, safety, and welfare:

(a) An ample supply of potable water for drinking and sanitation purposes;

(b) A minimum supply of water meeting federal government standards;

(c) Except as provided in subsection 3 of this section, flush-type water closets, lavatories and drinking facilities, and related sewage and drainage systems;

(d) Food concessions or facilities to feed adequately the number of persons expected to attend, considering the event's location, expected attendance, access to and capacity of existing facilities, and distance from public eating places or like establishments;

(e) Sanitation facilities for the sole use of employees of the food concessions or operations;

(f) Trash receptacles;

(g) Removal of trash and refuse;

(h) Emergency medical treatment facilities; doctors, nurses, and other aides needed to staff such facilities; and medical supplies, drugs, ambulances and other equipment, considering the expected attendance, expected ages of attendees, duration of planned events, possibility of exposure to inclement weather and outdoor elements, and availability of other facilities; and

(i) Traffic lanes and other adequate space designated and kept open for access and travel of ambulances, helicopters, and other emergency vehicles to transport patients or staff to appropriate treatment facilities.

2. The district health officer shall determine the types, amounts, numbers, locations, and required quality of supplies, facilities, and services required under subsection 1 of this section.

3. Where flush-type water closets cannot be made available for the persons in attendance, the district health officer may allow the use of portable chemical toilets, which shall be emptied and recharged as necessary pursuant to procedures established by the district health officer. [§19, Ord. No. 1099]

25.295 Licensing conditions: Access, traffic, parking, camping, and illumination.

1. A licensee must provide on the premises of the festival as necessary to protect the public health, safety, and welfare:

- (a) Adequate parking space for persons attending by motor vehicle;
- (b) Adequate ingress and egress to festival premises and parking areas, including necessary roads, driveways, and entranceways to insure the orderly flow of traffic into the premises from a road that is part of or connects with a state or county highway;
- (c) An adequate access way for fire equipment, ambulances, and other emergency vehicles;
- (d) Traffic guards under the employ of the licensee to insure orderly traffic movement and relieve traffic congestion in the vicinity of the event;
- (e) Camping facilities and overnight areas, if necessary, that meet all applicable county and state requirements; and
- (f) Electric illumination of occupied areas, if a licensee will conduct an event after dark or allow persons to remain on the premises after dark.

2. For the purposes of this section, "adequate parking space for persons attending by motor vehicle" means a separate parking space for every two persons expected to attend by motor vehicle, individually and clearly marked, and not less than 12 feet wide and 20 feet long.

3. The director of community development shall consult with the director of public works and the county building officer, and shall determine the necessary parking, ingress, egress, access, traffic, camping, overnight, and illumination facilities and services required under subsection 1 of this section.

[§20, Ord. No. 1099]

25.297 Licensing conditions: Hours of operation. A license issued under section 25.283 must include as a condition the dates and hours of event operation approved by the board, the board of adjustment, or the director of community development.

[§21, Ord. No. 1099]

25.299 Licensing conditions: Fire protection.

1. A licensee must provide adequate fire protection, first aid equipment, and fire extinguishing equipment to protect the public health, safety, and welfare. If the event is to be conducted in a hazardous area as determined by the chief or chiefs of the responsible fire protection agency or agencies, considering all relevant factors, including without limitation the event location and nature, the nature of the surrounding area, and probable weather conditions, a licensee must employ fire guards and must remove flammable vegetation and other fire hazards.

2. The chief or chiefs of the responsible fire protection agency or agencies:

- (a) Shall determine the necessary numbers and types of equipment and personnel required under subsection 1 of this section;
- (b) May determine that an event is proposed in a hazardous fire area;
- (c) Shall approve the suitability of fire guards required to be employed by the licensee; and
- (d) Shall determine the manner and quantity of flammable vegetation and other fire hazards that must be removed.

[§22, Ord. No. 1099]

25.301 Licensing conditions: Financial ability to meet conditions. A licensee must provide proof of the financial ability of the applicants to meet the conditions of the license.

[§23, Ord. No. 1099]

25.303 Licensing conditions: Indemnification and insurance.

1. A licensee must indemnify, hold harmless, and defend the county, its agents, officers, servants and employees and the board, and any other public agencies involved, and their agents, officers, servants and employees, from and against any and all losses, injuries, or damages of any nature whatsoever arising out of, or in any way connected with such event, except such losses, injuries, or damages arising out of the sole negligence of the county or any other public agency involved.

2. A licensee must purchase and provide evidence of insurance coverage in an amount based on the liability exposure or potential losses created by the event.

3. The county risk manager shall determine the form, amount and type of evidence of insurance coverage required under subsection 2 of this section.

[§24, Ord. No. 1099]

**25.305 Licensing conditions: Performance security.**

1. A licensee must post a performance security in the form of surety bond, letter of credit, certificate of deposit, cash bond in favor of the county, or other instrument approved by the district attorney. The amount of the security shall be adequate to cover the costs of fulfilling specified conditions of license approval including, without limitation, the costs of removing debris, trash or other waste from, in and around the premises of the event.

2. As soon as practicable after completion of the event for which a license is issued under section 25.283, the license division shall inspect the event site and determine whether conditions of approval for which the licensee posted a performance security have been fulfilled.

3. If the license division determines that the conditions of license approval for which the licensee posted a performance security have been fulfilled, the division must promptly cause the release of the security. If the license division determines that the conditions of approval for which the licensee posted a performance security have not been fulfilled, the license division shall recommend to the district attorney that the security be forfeited and used to achieve compliance.

4. The license division shall determine the type and amount of performance security required under subsection 1 of this section.

[§25, Ord. No. 1099; A Ord. No. 1275]

## **EXTRACT FROM WASHOE COUNTY CODE CHAPTER 110**

**Section 110.310.15 Allowed Temporary Uses and Structures.** Temporary uses and structures shall be subject to all the regulations as would be applied to a permanent principal or accessory use located in the same regulatory zone, except as otherwise provided by the regulations of this article. The following temporary uses and structures shall be allowed as specified by the provisions of this section and Chapter 25 of the Washoe County Code. The duration and frequency of temporary uses is established in this section and Chapter 25 of Washoe County Code. The Director of Community Development may impose additional restrictions on the frequency and duration of a temporary use.

(a) through (c) omitted

(d) **Circuses, Carnivals and Other Outdoor Entertainment Events.** Excluding activities and events occurring in a permanent entertainment facility, the temporary provision of games, eating and drinking facilities, live entertainment, animal exhibitions, or other similar activities in a tent or other temporary structure. Section 110.310.20, Circuses, Carnivals or Other Outdoor Entertainment Events, provides additional regulations.

(e) through (o) omitted

**Section 110.310.20 Circuses, Carnivals or Other Outdoor Entertainment Events.** A circus, carnival or other outdoor entertainment event may be permitted in all regulatory zones for a period not to exceed ten (10) days. Adequate parking and restroom facilities shall be provided for the expected attendance. An event that will have a combination of between three hundred (300) and nine hundred ninety-nine (999) participants and spectators on any one (1) day of the event shall obtain an administrative permit prior to the event. An administrative permit or outdoor festival license shall not be required for events held at or in facilities designed for such events. These facilities include auditoriums, convention facilities, stadiums and parks, but does not extend to ancillary support areas, such as parking lots, if the event is to be held on or in those ancillary support facilities. An event that will have a combination of more than one thousand (1,000) participants and spectators on any one (1) day of the event shall obtain an outdoor festival license as specified in Chapter 25 of the Washoe County Code, instead of an administrative permit.



Valet parking will take place all the way down De Chardin Lane. Monteux residents will be notified of this ahead of time by Monteux. This was the same as the plan in 2018 and there were not any issues.

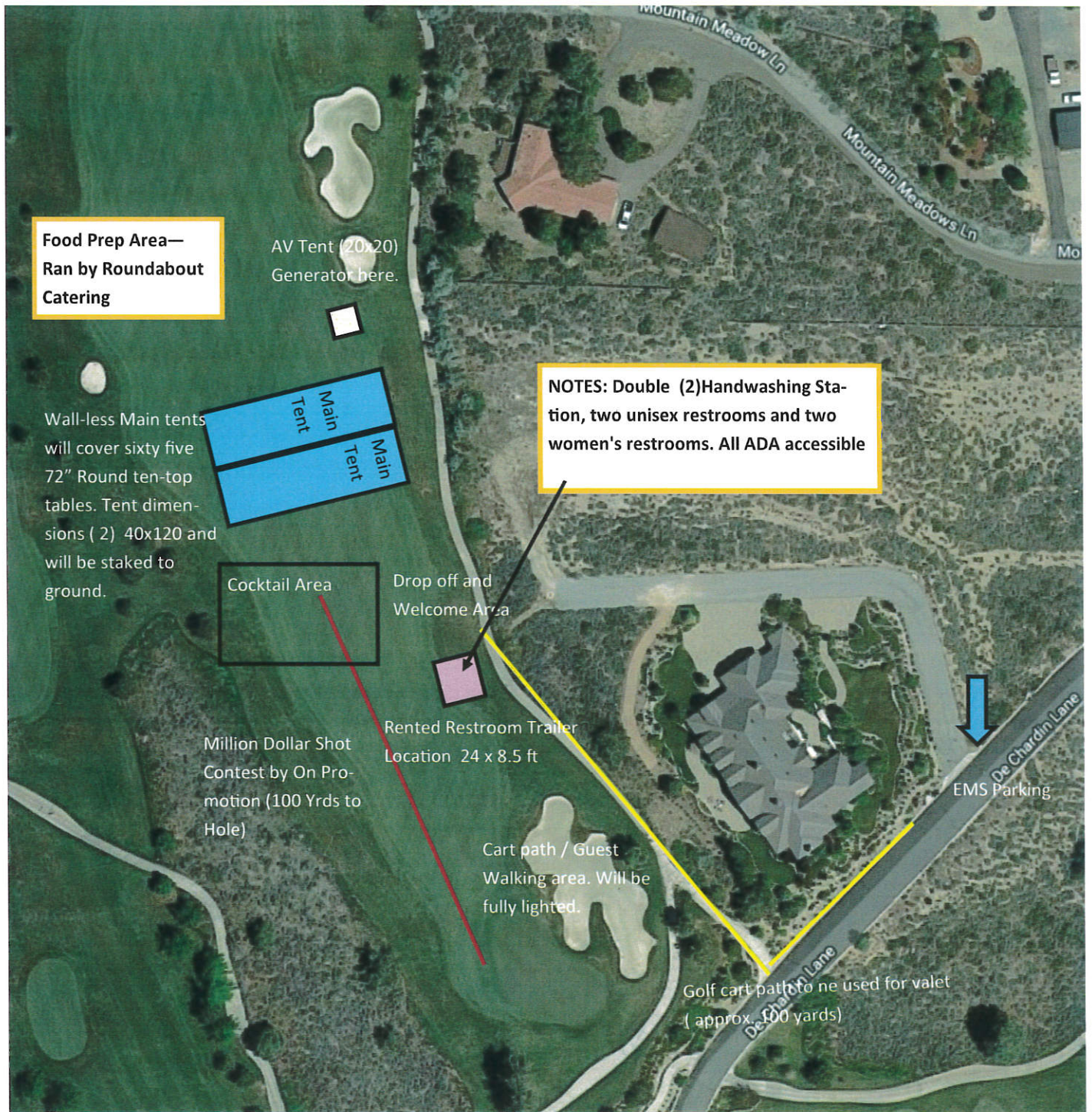
Event Location

EMS Vehicle Parking - 20ft space w/ event access

Valet Drop Off—Valet is mandatory

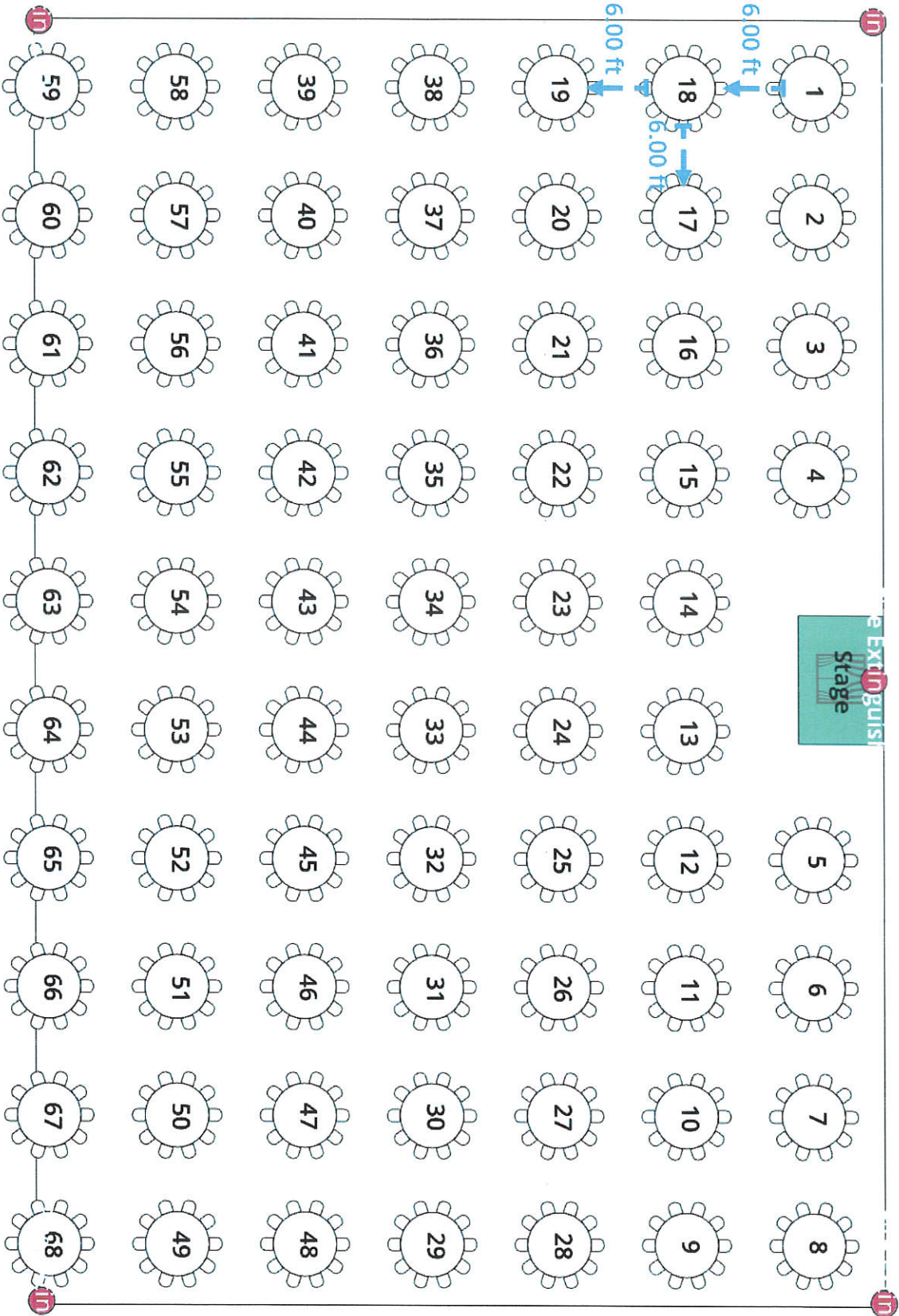
Volunteer Parking— Volunteers will park in this lot





**Event Arial Set-up (to scale) at  
Montreux Golf and Country Club—Third Practice Hole**

Tent is open on three sides. Fire extinguisher on all corners and on stage. All tables are six feet apart and will be a minimum of six feet from the stage.



10 Feet

## Art of Childhood 2019 Event Timeline – Internal

August 19 <sup>th</sup>	All day	Pre Event Set Up – Everything should be getting finalized. Alcohol picked up. All auction items accounted for. Timelines completed
August 20 <sup>th</sup>	All day	Pre Event Set Up – Centerpieces assembled, schedules for Wed – Friday set up. Volunteers contacted with final details. Vendors contacted
August 21 <sup>st</sup>	All day	Bidder numbers assigned. Table host packets put together. Camelot and Peppermill will begin set up – Amelia to meet them at Montreux at 9 am Q&D will deliver generators to Montreux at 11 am Amelia: load car with event supplies that can be taken to Montreux on Thursday.
August 22 <sup>nd</sup>	All day	Camelot, Peppermill, ROUNDABOUT, Giraffe to set up. Camelot to drop tables. Amelia + 8 volunteers to set up tables and chairs in late afternoon beginning at 3 pm at Montreux. VIP reception can be set up. Trucks loaded for the next day. Amelia – Alcohol, event supplies, paperwork, centerpieces Kayla – Auction Items Kristin – Flowers Amy – All signage, marketing materials, and shirts Jen – Volunteer supplies, handwashing stations, and Grub Grab Boxes, muck buckets Gina – Grocery Items
August 23 <sup>rd</sup>	7 am – noon	Quick Space, Giraffe, Sani Hut, and all other vendors to complete set up. Amelia at Montreux at 6 am. All cars that have event supplies please be at Montreux by 8 am (This does not include Kristin or Gina) Volunteers to arrive at 8 am – Shuttle service will begin at 7:45 am.
August 23 <sup>rd</sup>	Noon – 3:30 pm	Table set ups, event run down gone through. Table host packets, signs and centerpieces on tables. Volunteers organized. Finance Team Set. Check in Table set. Auction Items set. Everything assembled and on display. Sound and AV check done.
August 23 <sup>rd</sup>	4:30 pm – 8:30 pm	EVENT: Timeline needed, not final
August 24 <sup>th</sup>		Final Pick Up and Clean up from all vendors and volunteers.

## Art of Childhood 2019 Event Timeline – Internal

--	--	--



## Ticket Sales and Prices

---

Tickets for the 2019 Art of Childhood will be available starting February 2018 via website [www.childrencabinet.org](http://www.childrencabinet.org). Sales will continue until August 23<sup>rd</sup>, 2019 with tickets available for sale online and at the entrance gate to the event- only individual tickets available day of event.

Ticket Prices are as follows:

\$25,000 Hole-in-One Sponsor: includes 2 VIP tables of 10, round trip transportation by limousine, exclusive VIP Reception, recognition as the event's Hole-In-One Sponsor and a full page ad in the program.

\$10,000 Eagle Sponsor: includes 1 VIP table of 10, round trip transportation by limousine, exclusive VIP Reception, sponsorship listing, event publicity and a full page ad in the program.

\$7,500 Birdie Sponsor: includes 1 table of 10 with priority seating, sponsorship listing, event publicity and a 1/2 page ad in the program.

\$5,000 Par Sponsor: includes 1 table of 10, sponsorship listing, event publicity and a 1/4 page ad in the program.

\$3,000 Table Sponsor: includes 1 table of 10 and sponsorship listing.

\$350 Individual Ticket.

Individuals who have purchased tables will receive a sponsorship package which contains all information regarding event including how to check in to event online, parking information, etc.



---

## Security

---

The Art of Childhood event does not require additional security detail. However, security checks will be in place by the Montreux gates which only allows access to homeowners, members and guests to the Art of Childhood event. Children's Cabinet Staff, Volunteers, and Board Members will be at the event with instructions on security. Most of the Children's Cabinet Staff, Volunteers, and Board Members at the event have attended or volunteered at the event in the past and are aware of what to do in case of emergency. The Reno Police Department and Emergency Services will be contacted prior to the event in order to make them aware.

Volunteers, Board Members, and Children's Cabinet Staff will be given the following information:

1. In case of emergency call one of the following individuals or send text message in group designated with the following individuals:
  - a. Amelia Lane
  - b. Kim Young
  - c. Kristin Loebbecke
  - d. Amy Riley
2. One person will be designated to call 911 if necessary
3. If evacuation is necessary all lead volunteers will have a guest list, designated table group, and a meeting place to follow.
4. If fire, the fire plan will be followed – all volunteers, staff and Board Members will be aware of that plan as provided.
5. Montreux staff and contacts will also be aware of emergency plan.



## Fire Protection Plan

---

- Truckee Meadows Fire Protection District (TMFPD) will inspect the grounds and vendor set-up for proper precautions under Washoe County Codes. The AOC team shall work with TMFPD for coordination of staffing and inspections of the event.
- Volunteers will be aware of guest evacuation plan and have a designated meeting spot in case of emergency as well strategically placed fire extinguishers placed throughout the venue including near the electrical equipment, power generators and food prep tent. Tents have 360 degree exits for immediate evacuation in case of emergency.
- There will be no smoking at the event. Which will be enforced by all event staff and volunteers. All guests will be notified prior to event that this is a nonsmoking event.
- All areas where propane cylinders are to be stored shall be free of vegetation and cylinders shall be secured. All cooking equipment will meet compliance.
- All linens including table cloths and napkins are flame retardant.



## Sanitation Facilities

---

The Art of Childhood has contracted with Quick Space (AS) to provide on-site portable restroom facilities as well as restroom facilities for kitchen staff on site. Their business is located in Washoe County and is in compliance with Washoe County health regulations.

Currently, the contract contains the following which meets the code for minimum number of required plumbing fixtures:

- QS will provide one executive trailer portable restrooms. This contains two women's stall and two men's stalls.
- QS will provide 1 portable restroom units.
- QS will provide 2 hand washing stations.
- All units are ADA accessible.
- QS will deliver units on August 23<sup>rd</sup> and will pick up units after event on August 24<sup>th</sup>.

Placement of units will reflect on the map (see attachment). Units will be placed a minimum of 50 feet from food-service operations. Handicap accessible units and hand wash stations will be supplied near the first aid kit.





OF CHILDHOOD

Medical Services

---

This event is not large enough for EMS at the event. However, all response agencies are aware of the date, time and location of the event, should they need to respond. There will be first aid kits along with hand-washing stations near each bank of toilets and near the first-aid stations. Handicap accessible portable restrooms will be available at various locations on course.



## Transportation & Parking Plan

---

Volunteer parking will be at the Montreux Golf and Country Club Clubhouse. Volunteers are encouraged to carpool and those who are capable will walk to and from the event location. Golf carts will be available for those who are not physically able to walk.

Valet will be complementary and encouraged for all guests. If a guest does not park via valet they will park at the Montreux Golf and Country Club Clubhouse and be able to walk to the event.



## Event Communications Plan

---

The Peppermill is a proud sponsor of the Art of Childhood and has provided communications services for the event for over eight years. The Peppermill provides all the audio/visual equipment for the event, and the technical staff to run the production. For the 2018 Art of Childhood, The Peppermill will be providing a sound and lighting system, a stage (dimensions below), (12) 50" TVs, (2) production cameras, and a full video switching system. The Peppermill Audio Visual Manager, Thomas Watts, and Director of Audio Visual, Gary Guberman, have visited the event location, reviewed event schedule and needs and will provide the following items and services:

Stage – 12' x 8' x 6'

Truss Structure – 16' x 16' (This is a tentative size depending on the proximity of the stage to the tent)

Astera AX5 wireless LEDs to light the cart path and surrounding area. See link below:

<http://astera-led.com/ax5/>

Art of Childhood will be using Winco MD45 Tow Behind 45 KW Generator for all power needs, including lighting and audio. The following communication equipment will be connected to the generator:

- (1) 400A pin and sleeve distro
- (200') 2" globe string lights
- (48) AX5 Astera wireless LEDs
- (24) ColorKinetics TRX Leds
- (1) Avolites lighting console
- (12) ETC source4 pars w/Med. Lens.
- (2) Leprecan dimmer bars
- (1) 100A cam lock distro
- (24) VRX Speakers
- (1) X32 sound console
- (1) ClearCom bay station
- (12) 50" Samsung TVs
- (2) 90" Samsung TVs
- (2) 26" Samsung monitors
- (16) Hi5 SDI to HDMI converters
- (8) 1:6 SDI DA
- (1) Panasonic video switcher
- (1) Aja Kumo 32x32 matrix router
- (2) Sony XD 350 cameras
- (4) Macbook Pro Laptops

The Peppermill team will use a wireless ClearCom system.

WiFi hotspots will be set up at the event through a licensed provider (either Comcast or Sprint). WiFi will be primarily used for registration and the silent auction during the event. All videos and PowerPoint will be provided to the Peppermill communications team via email or download or thumb drive.

Volunteers and event staff will be using i-pads and other personal mobile devices for check in, to manage silent auction and live auction, and address any event issues.



---

### Cleanup and Removal Plan

---

The Children's Cabinet staff and event volunteers will maintain all cleanup and clearing pre and post event. Waste Management is a proud sponsor of the event and donates the follows:

Qty. 15, 96-Gal Carts

Qty. 2, 4-yard Bins (with lids)

Qty. 1, 4-yd OCC (with lid)

The containers will be dropped off anytime morning of the event, August 23<sup>rd</sup>, or the day before. The pick-up will be the Saturday morning following the event. The Children's Cabinet accepts responsibility for cleanup of the site but will also have Montreux staff to help monitor trash bins.

FILED

IN THE OFFICE OF THE  
SECRETARY OF STATE OF THE  
STATE OF NEVADA

DEC 18 1985

WM. SWACKHAMER SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

THE CHILDREN'S CABINET, INC.

No. 8433-85

The undersigned, desiring to form a charitable corporation under the Nonprofit Corporation Laws of Nevada, Section 81.290 et seq. of the Nevada Revised Statutes, hereby certify:

FIRST: The name of the Corporation shall be:

THE CHILDREN'S CABINET, INC.: A Child and Family Resource.

SECOND: The place in the State of Nevada where the

principal office of the Corporation is to be located is: 1030 Bible Way, Reno, NV, 89502, P.O. Box 7098, Reno, NV 89510.

THIRD: The purpose of the Corporation is to create a

lasting community-wide cooperative effort between governmental agencies and the private sector to address and meet the needs of children and families who are special because of their needs. The specific goals of the corporation include, inter alia, to improve interagency cooperation between public and private child-serving agencies and to foster the creation of needed services, programs and facilities to better serve the human services needs of children and their families in Washoe County and Northern Nevada. The Corporation is organized and shall be operated exclusively for the benefit of, to perform the functions of, or to carry out the charitable and educational purposes of the organization that are specified herein as long as such organization is a "qualified organization." The organization

specified herein is and shall remain a "qualified organization" for the purposes of these Articles only if it is described in Section 501(c)(3) and Section 509(a)(1) or (2) of the U.S. Internal Revenue Code of 1954, as amended (hereinafter "Code") and NRS 81.290, et seq.

Solely for the above purposes, and without otherwise limiting its powers, the Corporation is empowered:

(a) To substitute one or more qualified organizations for the organization specified herein if such specified organization (1) ceases to be described in either Section 501(c)(3) or Section 509(a)(1) or (2) of the Code, (2) ceases or abandons a substantial part of operations, or (3) dissolves; and

(b) To exercise all rights and powers conferred by the laws of the State of Nevada upon nonprofit corporations, including, but without limitation thereon, to receive gifts, bequests and contributions, in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.

(c) To hire persons as employees to carry out the purposes of the organization.

FOURTH: (a) Except as otherwise provided by law, all of the authority of the Corporation shall be exercised by the Board of Trustees, as set forth fully in the By-Laws.

(b) The number of Trustees shall be set by the Board of Trustees.

(c) The governing body of the corporation shall be known as the Board of Trustees and shall be made up of two parts, the Directors and the Agency Representatives. The Directors shall be composed of members of the community who are not primarily employed in governmental agencies which have responsibility for providing direct services to children and their families. The Agency Representatives shall be made up of representatives of state and county agencies and departments which provide direct services to children and families. There shall be no less than five (5) Agency Representatives serving as members of the Board of Trustees, and each agency represented shall have one (1) representative.

(d) With the exception of the original creators of this organization, each Director shall hold office for a two-year term after election to the Board of Trustees as specified herein, and until his or her successor is elected and qualified. Each original creator of this organization (signators of the "Agreement to Create a Child and Family Resource Center") shall serve in his capacity as Trustee, or officer until his resignation, or, if such person is an Agency Representative, by his replacement by the appointing agency in accordance with the Articles of Incorporation and By-Laws of this corporation. Each Agency Representative shall serve until a successor acceptable to the Board of Trustees is selected by the appropriate governmental agency or department.

(e) A vacancy among the Directors shall be filled by the Board of Trustees at a duly held meeting as set forth in the



By-Laws. Election of Directors shall be by a three-fourths majority of the Trustees in attendance, and with the consent of the Chairman. A vacancy among the Agency Representatives shall be filled by the agency seeking representation on the Board of Trustees.

(f) The powers and duties of the Board of Trustees shall be as set forth in the By-Laws of the Corporation.

FIFTH: The names and addresses of the persons who are to be the initial Trustees of the Corporation and the year in which the terms of each will expire as contemplated in Article FOURTH, are as follows:

(a)	<u>Trustees</u>	<u>Address</u>
(1)	Michael Dermody	1030 Bible Way, Reno, Nevada 89502
(2)	Christina Wise	505 East King Street, Carson City, Nevada 89701
(3)	John MacIntyre	1205 Mill Street, Reno, Nevada 89502
(4)		
(5)		

SIXTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its trustees or officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. It is intended that this Corporation shall have and continue to have the status of a corporation which is exempt from Federal income taxation under

Section 509(a) of the Code as an organization described in Section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in Section (a)(3) of the Code, and these Articles shall be construed accordingly, and all powers and activities hereunder shall be limited accordingly. The Corporation shall not carry on lobbying or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(c)(3) of the Code.

SEVENTH: 1. Indemnity. Any person made a party to, or involved in, any civil, criminal or administrative action, suit or proceeding by reason of the fact that he, or a person of whom he is the legal representative, is or was a Trustee, officer or employee of the Corporation, or of any corporation which he, or a person of whom he is the legal representative, served as such at the request of the Corporation shall be indemnified against expenses reasonably incurred by him or imposed on him in connection with, or resulting from, the defense of such action, suit or proceeding, or in connection with or resulting from, any appeal therein, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such Trustee, officer or employee is liable to the Corporation or to such other corporation for negligence or misconduct in the performance of his duties. As used herein, the term "Expenses" shall include all obligations incurred by such person for the payment of money, including, without limitation, attorneys' fees, judgments, awards, fines, penalties and amounts paid in satisfaction of judgment or in settlement of any such action, suit or proceeding,

except amounts paid to the Corporation or such other corporations by him. A judgment or conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial) shall not of itself be deemed an adjudication that such Trustee, officer or employee is liable to the Corporation or such other corporation for negligence or misconduct in the performance of his duties. Determination of the right to such indemnification and the amount thereof may be made, at the option of the person to be indemnified, pursuant to procedure set forth from time to time in the Bylaws or by any of the following procedures:

- (a) Order of the court, administrative body, or agency having jurisdiction of the action, suit or proceeding;
- (b) Resolution adopted by a majority of a quorum of the Trustees of the Corporation without counting in such majority or quorum any Trustees who have incurred expenses in connection with such action, suit or proceeding;
- (c) If there is no quorum of Trustees who have not incurred expenses in connection with such action, suit or proceeding, then by resolution adopted by a majority of a committee of Trustees who have not incurred such expenses, appointed by the Trustees;
- (d) Order of any court having jurisdiction over the Corporation.

Such right of indemnification shall not be exclusive of any other right with such Trustees, officers and employees of the Corporation, and the other person above-mentioned, may have or

hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, vote of the members, provision of law, or otherwise, as well as their rights under this

Article. The provisions of this Article shall apply to any member of any committee appointed by the Trustees as fully as though such person had been a Trustee, officer or employee of the Corporation.

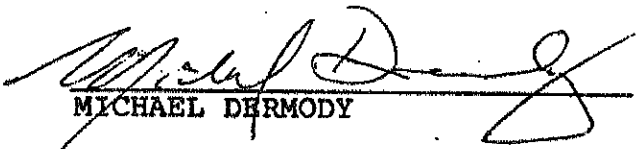
2. Additional Action of Trustees. Without limiting the application of the foregoing, the Trustees may adopt Bylaws from time to time with respect to indemnification permitted by the laws of the State of Nevada and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Corporation, or is or was serving at the request of the Corporation as a Trustee or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

EIGHTH: Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for charitable and educational purposes to the organization or organizations specified in Article THIRD, or substituted therefor, which are then qualified organizations. In the event

there are none, the assets of the Corporation shall be distributed in such a manner and to such qualified organizations as the Board of Trustees shall determine. Any of such assets not so distributed shall be distributed by the court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the aforesaid purposes of the Corporation or to such qualified organization or organizations as said court shall determine.

NINTH: Any reference in these Articles to a section of the Code shall be interpreted to include a reference to the corresponding provisions of any applicable future United States Internal Revenue law.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 12 day of December, 1985.

  
MICHAEL DERMODY

  
CHRISTINA WISE

  
JOHN MacINTYRE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2019

**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).**

<b>PRODUCER</b> L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	<b>CONTACT NAME:</b> Dawn Fahrney <b>PHONE (A/C, No, Ext):</b> (775) 996-6000 <b>E-MAIL ADDRESS:</b> dawn.fahrney@lpins.net	<b>FAX (A/C, No):</b> (775) 473-9288	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Children's Cabinet, Inc. 1090 S. Rock Blvd Reno NV 89502	<b>INSURER A:</b> Philadelphia Indemnity Ins. Co.		18058
	<b>INSURER B:</b> Insurance Co of the West		27847
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CL192198470                      **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 <input checked="" type="checkbox"/> Soc Svcs Prof Liab <input checked="" type="checkbox"/> \$1,000,000 / \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1838855	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1838855	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB634633	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLV502310106	02/01/2019	02/01/2020	<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
A	<b>D&amp;O / EPLI</b> Crime / Employee Dishonesty			PHSD1359678	07/01/2018	07/01/2019	Limit / Deductible 1,000,000/5,000 Limit / Deductible 100,000/1,000

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

Re: Art of Childhood,  
When Named Insured's operations are performed for Washoe County Community Services Department, its officers, agents, employees and volunteers, pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status is determined by attached GL Form #PI-GLD-HS 10/11, Waiver of Subrogation Status is determined by GL Form PI-GLD-HS 10/11, Primary and Non-Contributory Status is determined by GL Form PI-GLD-HS 10/11.

### CERTIFICATE HOLDER

Washoe County Community Services Dept.  
1001 E. Ninth St., Bldg A  
Reno NV 89512

### 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  
*Dawn Fahrney*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"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.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (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, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while 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 III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

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 any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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 protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

- 1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 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.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **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 \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

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 that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (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;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. Vendors** – 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, subject to the following additional exclusions:

  - (1) The insurance afforded the vendor 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 Sub-paragraphs (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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) 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."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

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

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 8. **Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment 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.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION  
PROFESSIONAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering or failure to render:
  - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or
4. A "professional incident" as defined herein.

"Professional incident" means any actual or alleged negligent:

- a) act;
- b) error; or
- c) omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

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).

<b>PRODUCER</b> L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	<b>CONTACT NAME:</b> Dawn Fahmney <b>PHONE (A/C, No, Ext):</b> (775) 996-8000 <b>E-MAIL ADDRESS:</b> dawn.fahmney@lpins.net	<b>FAX (A/C, No):</b> (775) 473-9288
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Children's Cabinet, Inc. 1090 S. Rock Blvd Reno NV 89502	<b>INSURER A:</b> Philadelphia Indemnity Ins. Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Insurance Co of the West	<b>27847</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: CL192198470

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 <input checked="" type="checkbox"/> Soc Svcs Prof Liab <input checked="" type="checkbox"/> \$1,000,000 / \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1838855	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK1838855	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB634633	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLV502310106	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>D&amp;O / EPLI</b> Crime / Employee Dishonesty			PHSD1359678	07/01/2018	07/01/2019	Limit / Deductible 1,000,000/5,000 100,00/1,000

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

Re: Art of Childhood, When Named Insured's operations are performed for Montreux Golf and Country Club, pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status is determined by attached GL Form #PI-GLD-HS 10/11, Waiver of Subrogation Status is determined by GL Form PI-GLD-HS 10/11, Primary and Non-Contributory Status is determined by GL Form PI-GLD-HS 10/11.

**CERTIFICATE HOLDER****CANCELLATION**

Montreux Golf and Country Club 18077 Bordeaux Drive Reno NV 89511	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“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.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (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, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while 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 III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

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 any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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 protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 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.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **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 \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

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 that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (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;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. **Vendors** – 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, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor 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 Sub-paragraphs (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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) 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."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

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

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment 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.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION  
PROFESSIONAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering or failure to render:
  - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or
4. A "professional incident" as defined herein.

"Professional incident" means any actual or alleged negligent:

- a) act;
- b) error; or
- c) omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Dawn Fahrney	
L/P Insurance Services LLC		<b>PHONE (A/C, No, Ext):</b> (775) 996-6000	<b>FAX (A/C, No):</b> (775) 473-9288
300 East 2nd Street		<b>E-MAIL ADDRESS:</b> dawn.fahrney@lpins.net	
Suite 1300		<b>INSURER(S) AFFORDING COVERAGE</b>	
Reno NV 89501		<b>INSURER A:</b> Philadelphia Indemnity Ins. Co.	<b>NAIC #</b> 18058
<b>INSURED</b>		<b>INSURER B:</b> Insurance Co of the West	27847
Children's Cabinet, Inc.		<b>INSURER C:</b>	
1090 S. Rock Blvd		<b>INSURER D:</b>	
Reno NV 89502		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL192198470

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			PHPK1838855	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Soc Svcs Prof Liab						MED EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> \$1,000,000 / \$2,000,000						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Abuse and Molestation	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1838855	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB634633	07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WLV502310106	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	D&O / EPLI			PHSD1359678	07/01/2018	07/01/2019	Limit / Deductible	1,000,000/5,000
	Crime / Employee Dishonesty						Limit / Deductible	100,00/1,000

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

Re: Art of Childhood, When Named Insured's operations are performed for Montreux Golf and Country Club, pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policy(ies) listed above: Additional Insured Status is determined by attached GL Form #PI-GLD-HS 10/11, Waiver of Subrogation Status is determined by GL Form PI-GLD-HS 10/11, Primary and Non-Contributory Status is determined by GL Form PI-GLD-HS 10/11.

**CERTIFICATE HOLDER****CANCELLATION**

Montreux Golf and Country Club 18077 Bordeaux Drive  Reno NV 89511	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

**A. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

“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.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (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, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

#### **E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while 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 III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

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 any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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 protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 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.

- 1.**d.** is deleted in its entirety and replaced by the following:

1. **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 \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

**a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

**b.** "Employee" means:

**(1)** Any natural person:

**(a)** While in your service or for 30 days after termination of service;

**(b)** Who you compensate directly by salary, wages or commissions; and

**(c)** Who you have the right to direct and control while performing services for you; or

**(2)** Any natural person who is furnished temporarily to you:

**(a)** To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

**(b)** To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

**(3)** "Employee" does not mean:

**(a)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

**(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

**c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

**1.** If coverage for newly acquired or formed organizations is not otherwise excluded from this



Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

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 that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (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;
    - (b)** The construction, erection, or removal of elevators; or
    - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – 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, subject to the following additional exclusions:
- (1)** The insurance afforded the vendor 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 Sub-paragraphs (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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) 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."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

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

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment 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.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION  
PROFESSIONAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The rendering or failure to render:
  - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures, or
4. A “professional incident” as defined herein.

“Professional incident” means any actual or alleged negligent:

- a) act;
- b) error; or
- c) omission

in the actual rendering of professional services to others, including counseling services, in your capacity as a human services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

**OUTDOOR COMMUNITY EVENT  
AFFIDAVIT OF PROPERTY OWNERSHIP  
and/or PERMISSION TO CONDUCT EVENT**

STATE OF NEVADA            )  
  ) ss:  
COUNTY OF WASHOE        )

I, John Scott being duly sworn, depose, and say that I am an owner\* of property involved in this outdoor community event and I do hereby:

(check appropriate box)

Affirm that I am an applicant for the below named proposed outdoor community event and also own the property or properties on which the event will be conducted

OR

Affirm that I give permission to the applicants for the below named proposed outdoor community event to conduct the event on the following property or properties which I own:

Assessor Parcel Number(s): 148 010 50

Proposed Outdoor Community Event: The Art of Childhood

Signed 

Subscribed and sworn to before me this 24<sup>th</sup> day of June, 2019

  
Notary Public in and for said county and state

My commission expires: 8/10/2022



\*Owner refers to the following. Please mark the appropriate box.

- OWNER/JOINT OWNER
- CORPORATE OFFICER/PARTNER
- POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP