


EQUIPMENT:

Laptop Computer: \$1,099.99

Introducing the latest Intel® Core™ Ultra processors

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Dell


Dell - Inspiron 16" 2-in-1 Mini-LED Touch Laptop Intel Core Ultra 7 Processor - 32GB Memory - 1TB SSD - Intel Arc Graphics - Midnight Blue

Model: I7640-7380BLU-PUS SKU: 6576385

★★★★☆ 4.4 (22 Reviews)


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Save \$400 suggested payments with **12-Month Financing**
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Samsung

Samsung - Galaxy A15 5G 128GB (Unlocked) - Light Blue




Model: SM-A156ULBDXAA SKU: 6569027

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Color: **Light Blue**



Key Accessories:

 ZAGG - InvisibleShield Glass+ Defense Screen... \$24.99 Add to Cart 	 Insignia Compact \$19.99 \$32.99 Add >
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\$199.99

Trade-In and Save

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HP

HP - OfficeJet Pro 9125e Wireless All-In-One Inkjet Printer with 3 months of Instant Ink Included with HP+ - White

Model: OJP 9125e SKU: 6565475

★★★★☆ 4.2 (547 Reviews)

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my **BEST BUY** plus **+ Save an extra \$20 with Plus**

Key Accessories:

HP - 936 Standard Capacity Ink Cartridge... **\$41.99**

Insignia 8.5" x 11" **\$9.29**

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★★★★★ 4407 Reviews [Questions & Answers \(76\)](#)

Size (in Inches)		Quantity	
W	36	H	24
		23	

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Coating: None (Standard)

Shape: Rounded Corners (1/4")

Printed Sides: Single Sided

Drilled Holes Diameter: 1/4"

Drilled Holes Location: 4 Corners

Standoffs: None

Accessories: None

Price:
\$1,390.58

[Get Started](#)

4.5 ★★★★★
Google
Customer Reviews

Total Signage: \$1,390

SILVER STATE INDUSTRIES
3955 WEST RUSSELL ROAD
LAS VEGAS, NEVADA 89118
(725) 216 - 6070

INVOICE NO. **01-06 2201817**

CUSTOMER NO. **CA1039**

RECEIVED
 JUN 17 2022
AM

Carson City Culture & Tourism Authority
 716 North Carson Street
 Carson City, NV 89701
 ATTN: Debra Soule, Arts & Culture Program Manager
 (775) 283-7498 Dsoule@visitcarsoncity.com

Carson City Culture & Tourism Authority
 716 North Carson Street
 Carson City, NV 89701
 ATTN: Debra Soule, Arts & Culture
 Program Manager


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PURCHASE ORDER NO.		SALES PERSON		SALES ORDER NO.		SHIPPING DATE 6/7/2022		INVOICE DATE 6/7/2022		JOB NO. 53781	
ORDER	SHIP	B.O.	U / M	DESCRIPTION	PRODUCT NUMBER	UNIT PRICE	AMOUNT				
1	1		EA	18"H x48"W x1/4"D Brushed Aluminum, clear vinyl, Interpretive signage for Inside the Mind of da Vinci Sculpture	6031-4"x18"	1800.00	\$1,800.00				
				Batch #332 Vendor #1865 GL Acct #7407254-500625 Description: Sign Mind of da Vinci Check Date: 07/01/22							
Terms: Net 30 Days											
To ensure proper credit of your payment, please enclose a copy of your invoice or make a notation of your invoice number on your check stub. Thank You.											
1.5% charges for all past due amounts in accordance with item 2 of the TERMS AND CONDITIONS listed on the back of invoice.											
JVD CODING:	TYP R	FND 525	AGY 440	ORG 0106	APPR 371900	OBJ 4021	DESC / 0106 2201817				

SILVER STATE INDUSTRIES ONLY SELLS GOODS IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE HEREOF. READ THEM CAREFULLY.
 cc: Customer | Accounting | Central Office | Shop | Packing List

*Thank You
for Your Business*

PLEASE PAY THIS AMOUNT 

\$1,800.00

CONTRACTORS: Executive Director

CETS# FY24-C003

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR A Contract Between

Agency Name:	Nevada Commission for the Reconstruction of the V&T Railway, a body corporate and politic
Address:	P.O. Box 1711
City, State, Zip Code:	Carson City, NV 89702
Contact:	David Peterson, Chairman
Phone:	775-686-9037
Fax:	
Email:	dpeterson@visitcarsoncity.com

Contractor Name:	Cheryl Bailey
Address:	P.O. Box 1081
City, State, Zip Code:	Virginia City, NV 89440
Contact:	Cheryl Bailey
Phone:	775-303-2656
Fax:	
Email:	cherriebailey@gmail.com

WHEREAS, the Nevada Commission for the Reconstruction of the V&T Railway (“the Commission”) desires to retain Cheryl Bailey (the “Contractor”) for Executive Assistant services; and

WHEREAS, the Contractor is desirous of serving the Commission as its Executive Assistant contractor; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Commission.

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms and conditions and other valuable consideration, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Commission.
2. **DEFINITIONS.**
 - A. “Commission” – means the Nevada Commission for the Reconstruction of the V&T Railway.
 - B. “Contractor” – means the person or entity identified above that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract.
 - C. “Fiscal Year” – means the period beginning July 1st and ending June 30th of the following year.
 - D. “Contract” – Unless the context otherwise requires, “Contract” means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - E. “Contract for Independent Contractor” – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. The Contract may be renewed for up to three (3) additional years. Options will be exercised only if agreed upon by both parties and is in the best interest of the Commission.

Effective from:	The approval of the contract, anticipated to be August 23, 2023	To:	June 30, 2024
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	SCOPE OF WORK

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the Commission under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$ 50,000, at a rate of \$5,000 per month.
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The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. If applicable, all billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August of the same calendar year, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Commission, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the Commission, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Commission, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- C. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 3, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a

notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10B, above, shall run concurrently, unless the notice expressly states otherwise.

D. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- 4) Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with *Section 21, Commission Ownership of Proprietary Information.*

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be two hundred dollars (\$200.00) per hour.

12. **LIMITED LIABILITY.** The Commission will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract, Contractor will reimburse the Commission for that liability.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Commission, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment AA*, incorporated hereto by attachment. The Commission shall have no liability except as specifically provided in the Contract. Contractor shall not

commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The Commission's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Commission to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment AA*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the Commission, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the Commission of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the Commission under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the Commission shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Commission, Contractor shall provide the Commission with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the Commission and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Commission. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Commission.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days' prior written notice to the Commission, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the Commission and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the Commission:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed. Contractor shall furnish the Commission with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the Commission at the address identified on Page 1 of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the Commission to evidence the endorsement of the Commission as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the Commission prior to the commencement of work by Contractor. Neither approval by the Commission nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Commission. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by Commission, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the Commission.

21. **COMMISSION OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission

Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that this Contract is effective only and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the Commission any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws, in connection with any goods or services provided under this Contract.

29. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
30. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; THE SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE.)

CETS#
RFP#

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Cheryl Bailey 8/24/23 Owner
 Independent Contractor's Signature Date Independent Contractor's Title

David C. Peterson 8/25/23 Chair
 Commission Authorized Signature Date Title

Approved as to form by:

Deborah N. [Signature] On: 8/24/2023
 Deputy District Attorney Date

Attachment AA

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Commission in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Commission for the Reconstruction of the V&T Railway shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Commission.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Commission is named as an additional insured, the Commission shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall insure that each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice to the Commission, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Commission. Should Contractor fail to provide Commission timely notice, Contractor will be considered in breach and subject to cure provisions set forth within this Contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The Commission in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Commission with certificates of insurance (ACORD form or equivalent approved by the Commission) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the Commission before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.
- All certificates required by this Contract shall be sent directly to the Commission. The project description shall be noted on the certificate of insurance. The Commission reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Commission separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Commission, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
-

1. SCOPE OF WORK

1.1. The scope of work for the Executive Assistant will cover the following:

1.1.1 ADMINISTRATIVE SUPPORT

- COMMISSION MEETINGS
 - Schedules, facilitates, and serves as the clerk to the Commission during meetings, prepares agendas, supporting documents, and minutes in accordance with the Nevada Open Meeting law NRS 241, initiates action on Board directives.
 - Polls for meeting availability and schedules Commission meetings accordingly.
 - Ensures agendas, background information, minutes, and other pertinent materials are prepared, distributed, and posted properly.
 - Reserves meeting space and technical assistance needed.
 - Maintains official records of such meetings in the form of tapes, minutes, or other media.
 - Plans and coordinates annual Commission Retreat/Workshop.
 - Prepares and submits a monthly report on all matters relevant to the V&T RAILWAY COMMISSION, including any grants applied for or awarded to the V&T RAILWAY COMMISSION, as well as any contracts, leases or agreements and all operational matters.
- GRANTS (desired, not required)
 - Seeks out and applies for any grants for which the V&T RAILWAY COMMISSION may be an eligible recipient, and which would be beneficial to the operations of the V&T RAILWAY COMMISSION.
 - Maintains accurate records and complies with all guidelines and requirements of any grants awarded to the V&T RAILWAY COMMISSION.
 - Prepares and coordinates all grant fulfillment.
- OTHER ADMINSTRATIVE DUTIES
 - Promotes the Commission functions through written publications; maintains the Commission website and social media.
 - Compiles other statistical data and information, maintains various records, and prepares special and periodic reports.
 - Manages all Commissioner communication and records.

- Maintains and updates policies and procedures and ensure internal controls.
- Communicates regularly with V&T Chairman.
- Works with V&T Chairman and Attorney on any legal matters related to the V&T RAILWAY COMMISSION.
- Manages the Carson City Eastgate Depot facility, including scheduling seasonal utility services and purchasing depot supplies.
- Represents the V&T RAILWAY COMMISSION at various meetings and events.
- Maintains a working and professional relationship with V&T RAILWAY COMMISSION and local officials. Maintains good relationships with tourism partners at the local, state and national levels.
- Most work can be completed remotely; however, Vendor must provide all hardware to execute such actions such as computers, tablets, etc.
- Checking the Carson City post office box for incoming mail.

1.1.2 CLERICAL ACCOUNTING DUTIES

- Manages and oversees financial tracking and projections in coordination with Storey County Comptroller.
- Approves and processes all Accounts Payable through a bi-weekly process which may include standard bills as well loan management and vendor billing, performs bank deposits, prepares bank statement reconciliations in a format prescribed by the V&T RAILWAY COMMISSION.
- Manages all vendor contract logs.
- Meets monthly with V&T Treasurer and assists with the development of fiscal year budgets.
- Assists with preparation for any audit of the V&T RAILWAY COMMISSION and coordinates with auditors to obtain any required documentation.
- Works with Storey County Comptroller on all government required reporting. Coordinates with Storey County and the Commission in preparation and administration of the annual budget in compliance with the Department of Taxation.
- Prepares monthly staff reports regarding accounts payable checks paid and budget updates.

1.1.3 COMMISSION LIAISON WITH CONTRACTORS

- TRAIN OPERATIONS
 - Executive Assistant will not be responsible for managing all operational systems for train activities such as ticketing, merchant sales, etc., but must have a cooperative relationship with the train operator who will be providing staff and volunteers for train departure and arrival including General Season and special events such as THE POLAR EXPRESS Train Ride.
 - Establishes train schedule and operations in coordination with V&T RAILWAY COMMISSION and Train Operator.
 - During THE POLAR EXPRESS, coordinates with train operator to check in and collect cash/checks on a weekly basis.
 - Coordinates with contractor(s) on activities and special events. Invoices and collects compensation from contractors.
- ENGINEERING AND MAINTENANCE
 - Coordinates facilities and parking lot maintenance and repairs.
 - Coordinates with track maintenance vendor and team on inspections, maintenance, and repairs.
- REQUIRED REPORTING
 - Coordinates and submits state and federal reports as required.
- MARKETING, PUBLIC RELATIONS & SOCIAL MEDIA MANAGEMENT
 - Manages and coordinates V&T marketing which may include vendor coordination or personal execution of media buy management, public relations, social media management, email marketing, website updates and graphic design.
- CONTRACTS & RFP OVERSIGHT
 - Prepares and coordinates vendor contracts and RFPs in coordination with V&T RAILWAY COMMISSION and legal counsel.
- Develops a comfortable and respectful working environment with all contractors and their personnel.
- Seeks out and develops sponsorship opportunities.

CONTRACTORS: WEB/IN-WEB APP DEVELOPMENT



ESTIMATE

Estipona Group
P.O. Box 10606
Reno, Nevada 89510-0606
TEL. 775.624.3587

Company: Visit Carson City
Company Address: 716 North Carson St., 89701 Carson City, NV
Contact: David Peterson
Date: 09/13/2024
Title: Cultural Corridor: Web **Estimate #:** 314
Prepared By: Nicole Rose Dion

Job Description:

Estipona Group will create a wayfinding website and web app for the 3D Culture Corridor, which links Virginia City, Carson City, and Douglas County. The platform will offer users an interactive experience, guiding them through cultural sites, historic landmarks and events within the region. By integrating maps, detailed information, the app will enhance visitor engagement and accessibility, promoting cultural tourism while providing seamless navigation through the rich heritage of the corridor area.

Deliverables:

- Discovery
- Creative brief
- Site map
- Style sheet
- Content requirements
- Wireframe
- Design (Homepage design (includes three (3) rounds of revision) + Secondary page designs (includes three (3) rounds of revision))
- Website copy
- Staging site
- URL map
- SEO (On-page optimizations)
- Hosting, domain, SSL for 2 years
- Website maintenance for 2 years

Scope of Work

Website Development

Sum

125,000.00

Total (USD):

125,000.00

Terms & Conditions This quote will be honored for 30 days from the day it was sent. Any deviation from the original project scope as described in the overview in this document may result in a change in cost. Should this occur, the client will be made aware of the change as soon as possible. All additional costs exceeding the original estimate will be quoted and approved by the client prior to work beginning. Estipona Group invoices are due upon receipt. Should the client fail to remit payment after a period of 90 days, Estipona Group reserves the right to stop work. Any files developed will not be turned over until the account is paid in full. If payment is not received after a period of 120 days, Estipona Group reserves the right to take legal action. For all late payments, a warning notice will go out at the 30-day and 60-day mark, as well as one week before the 90-day cut off.

signature

printed name

date

Approved to proceed. I have read and agreed with the terms and conditions

CONTRACTORS: BRAND/CREATIVE DEVELOPMENT



ESTIMATE

Estipona Group
P.O. Box 10606
Reno, Nevada 89510-0606
TEL. 775.624.3587

Company: Visit Carson City
Company Address: 716 North Carson St., 89701 Carson City, NV
Contact: David Peterson
Date: 09/13/2024
Title: Cultural Corridor: Branding **Estimate #:** 315
Prepared By: Nicole Rose Dion

Job Description:

Estipona Group will establish a compelling name and unified brand for the Corridor to generate awareness and encourage visitation. Specially:

1. Develop a distinctive brand position and name for the Culture Corridor, which encompasses Carson City, Virginia City, and Douglas County. The goal is to create a brand identity that reflects the unique character and heritage of the region while communicating a strong sense of place. Through research and collaboration with local stakeholders, we will craft a name and positioning strategy that resonates with both residents and visitors, highlighting the cultural significance and attractions of the area.
2. Establish a branded trail that seamlessly connects Douglas County, Virginia City, and Carson City, guiding visitors through the Culture Corridor. By creating a cohesive and recognizable trail, we will link key cultural, historical, and natural landmarks across the region. This branded trail will serve as a navigational and experiential tool, encouraging exploration while enhancing the visibility of the region's attractions.
3. Organize discussions in each of the Culture Corridor's three main destinations — Douglas County, Carson City, and Virginia City — to collaboratively identify the five or six most compelling experiences that best represent each community. These experiences will focus on art, culture, history, heritage, performance, and maker traditions. The goal of these discussions is to ensure that the selected experiences highlight the unique character of each destination while reinforcing its place within the Corridor. This collaborative approach will be a key element during the development phase of the project.

Scope of Work	Sum
Name Development	7,500.00
Trail Branding	12,000.00
Experience Gathering	9,750.00

Terms & Conditions This quote will be honored for 30 days from the day it was sent. Any deviation from the original project scope as described in the overview in this document may result in a change in cost. Should this occur, the client will be made aware of the change as soon as possible. All additional costs exceeding the original estimate will be quoted and approved by the client prior to work beginning. Estipona Group invoices are due upon receipt. Should the client fail to remit payment after a period of 90 days, Estipona Group reserves the right to stop work. Any files developed will not be turned over until the account is paid in full. If payment is not received after a period of 120 days, Estipona Group reserves the right to take legal action. For all late payments, a warning notice will go out at the 30-day and 60-day mark, as well as one week before the 90-day cut off.

signature _____ printed name _____ date _____

Approved to proceed. I have read and agreed with the terms and conditions

CONTRACTORS: GLOBAL MARKET ANALYSIS RESEARCH



Prepared by

Austin Hawkins
austin@herrmannglobal.com

Prepared for

David Peterson

Carson City Culture & Tourism
Authority

Proposal: Visit Carson City (3D Cultural Corridor) - Global Market Analysis - 2024

Date Created: Fri, Apr 26, 2024

A Message from the CEO

*"The last few years have shown us that the new normal is "no normal". Our team has been diligently focusing on helping all our clients respond to travelers' fast changing behaviors. Our goal is to manage tourism via responsible travel, building trust, and instilling confidence - and it works. **The future of travel belongs to brands that investing sustainable tourism, authentic experiences and data-driven technology.**"*

-Florian Herrmann



Your Strategic Partner During a Time of Digital Transformation

What sets Herrmann Global apart is our passionate team that lives in a small town and loves to help lesser-known destinations. With our expertise in tourism and digital marketing, our mission is to employ the latest technology and provide measurable conversion and ROI to our clients. While we consider ourselves industry-leading content creators, we are focused on your destination's opportunities to thrive in tourism from a local, regional, national, and even global perspective.



Adam Bridgeford, VP of Business Development

Adam comes to us from Cincinnati, OH by way of Mammoth Lakes, CA. He has 12 years of tourism industry experience, and his unique sales and business development background was brought in to enhance growth strategies and implement programs for future progress. For the previous 12 years he has lived near Yosemite and Yellowstone National Parks because of a spiritual connection to the mountain wilderness.



Casey Adams, VP of Client Services

Casey joined our team with the perspective of a writer/editor, a member of a small DMO staff, and a traveler. She supervises all ongoing projects for accuracy and on-time delivery. With her experience in content creation, marketing and PR, and destination marketing, she brings insights to all aspects of our work to best serve our clients and our audiences. She spends her free time training for triathlon and traveling as much as she can.

Our Approach

1. **Research** to identify an audience that has the highest potential of booking conversion.
2. **Create & publish** strategically positioned content focused on driving traffic to bookable accommodation properties and optimize for conversion.
3. **Measure** leads and bookings requests via your website.

How Do We Measure ROI for Our Clients?

With [Herrmann Global Insights](#), we thrive on data and optimization. Our advertising strategy is based on advanced targeting and using content that is likely to drive the most conversions for your destination. In our reporting and analysis, we strive to provide you with clear insights for making strategic decisions in the future.



- **Leads:** Driving traffic to stories, itineraries, and other content related to your destination is a priority for campaign success. The estimated cost per click (CPC) for our Google campaigns range from \$0.15-\$1.00, which is significantly lower than the travel industry average CPC of \$1.63.
- **Conversions:** A path to conversion may include increased website visitors, bookable products from local stakeholders, outfitters, and tour operators.



Herrmann Global has been an excellent written/video content creation and distribution partner for the Arizona Office of Tourism. We're so happy with the quality of their content, strategy and performance.

Jamie Daer, Arizona Office of Tourism

Budget

Here you'll find detailed pricing based on our recommendations for success. All media tactics are flexible, and we will work with your team to adjust and determine budget per category/campaign.

Herrmann Global Tourism Insights - Google PPC

MILESTONES	AMOUNT
Herrmann Global Tourism Insights - CAN/MEX/UK/GER/LA/SF/SMF - Custom audit and reporting to analyze the current market positioning of your destination for international visitors, and identify opportunities for growth and visitation development.	\$7,000.00
Assessments, Reporting & Recommendations - Includes board meeting to present and discuss findings.	\$3,000.00
Sub-total	\$10,000.00
Media Buy	\$0.00
Total	\$10,000.00

Timeline

Kickoff <i>1-4 weeks</i>	Research <i>4-6 weeks</i>	Conclusion <i>1-2 weeks</i>
Includes project prep, kickoff communications with you, asset gathering with you, and research	Includes research about travel intention, booking performance, Y-O-Y competitive analysis	Includes compiling data, analyzing results, preparing a final report with recommendations

Agreement

By signing this custom marketing proposal, Carson City Culture & Tourism Authority agrees to all our [Terms And Conditions](#) as well as provisions herein, or any agreed upon changes with Herrmann Global. Work will commence within the agreed-upon timeline.

Carson City Culture & Tourism Authority

''
dpeterson@visitcarsoncity.com

David Peterson

Fri, Aug 23, 2024

CONTRACTORS: Public Art - Murals

J.CHARBONEAU

INVOICE 9-124

Jennifer Hartnett
 760 Bates Ave. Reno, NV 89502
 651.361.0757
charbojr@gmail.com

DATE: 9/5/24

Bill to:
 Visit Carson City
 716 N Carson St Ste A, Carson City, NV 89701
 Point of Contact: Eric Brooks- Public Art Coordinator (ebrooks@visitcarsoncity.com)

Item(s)	Description	Hours/ Rate	Amount
1	PROJECT: Nevada Public Mural Artist Dues + Materials	-	TOTAL \$10,000
	BALANCE DUE NOW: TOTAL INVOICE		----- \$10000

BILL TO: Jennifer Hartnett @ 760 Bates Ave., Reno NV, 89502 //

charbojr@gmail.com through Paypal* // credit transactions available* (* contact the artist)

TERMS:

- 1) COPYRIGHT AND REPRODUCTION RIGHTS RESERVED BY THE ARTIST J.CHARBONEAU
- 2) THE BUYER IS RESPONSIBLE FOR COSTS OF ADDITIONAL FUTURE MAINTENANCE. (BEYOND CONTRACT AGREEMENT)
- 3) THE ARTIST & BUYER ARE AUTHORIZED FOR USE OF IMAGES AND ORIGINAL DESIGNS FOR PROMOTIONAL PURPOSES.
- 4) THE ARTIST & BUYER MAY AUTHORIZE THIRD PARTIES WITH THE RIGHT TO USE IMAGES AND ORIGINAL DESIGNS FOR PROMOTIONAL PURPOSES.

BY PAYING THE AMOUNT LISTED ABOVE THE BUYER AGREES TO ALL THE TERMS LISTED IN THIS INVOICE.

CONTRACTORS: Public Art - Murals

P.O.



DATE: Sept 12, 2024

PO: 1084

FROM:

A Bryce Chisholm - AbcArtAttack

BryceChisholm@gmail.com

5505 Twin Creeks Dr.

Reno, NV 89523

TO:

Erik Brooks

Visit Carson City

415-596-4987

ebrooks@visitcarsoncity.com

Description

Total

Design, creation, emails, coordination	\$ 1,000
Labor, creation & execution	\$ 7,500
Materials	\$ 1,000
Insurance & Misc	\$500
Down Payment Due= 50%	
Remaining Total Due=	\$10,000

Cash, Check or your preference,



BryceChisholm@gmail.com



@AbcArtAttack



BryceChisholm@gmail.com

Client Signature _____

Date: _____

- On large projects a deposit of 50% may be required
- Remaining balance is due upon completion
- This reflects the current project, any additional work may increase the total
- This is going to be awesome!

Thank you!

A Bryce Chisholm – AbcArtAttack - BryceChisholm@gmail.com

CONTRACTORS:

Public Art - Murals

Mural Estimate Erik Burke @oupublicworks

INVOICE

Erik Burke
775 Shangri-La Dr
Reno, NV 89509

oupublicworks@gmail.com
+1 (775) 232-5258
www.erikburke.com



Bill to

Eric Brooks
Visit Carson City
716 N Carson St
Carson City, NV 89701

Ship to

Eric Brooks
Visit Carson City
716 N Carson St
Carson City, NV 89701

Invoice details

Invoice no.: 1170
Terms: Net 30
Invoice date: 09/12/2024
Due date: 10/12/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	09/12/2024	Mural	Materials and labor for mural work	1	\$10,000.00	\$10,000.00
Total						\$10,000.00

Projected 20 murals in the first 2 years @ \$10,000 each = \$200,000

CONTRACTORS:

Public Art – Sculpture

Karen Yank, *Sense of Place* - \$190,000

Proposal for Public Art Project for Carson City's Roundabout

“Sense of Place”

By Karen Yank

Cor-ten and Stainless Steel

20' tall by 23' wide

2023

My sculpture titled “Sense of Place” echoes the unique intersection of culture and history found in Carson City, while serving as a monument to its captivating natural beauty and exciting vibrant future. My design concept embraces Carson City’s history as the capital of Nevada and one of the older mints in the country producing the “Seated Liberty Silver Dollar” with the “CC” Carson City mintmark back in 1870. My design not only embraces the City’s important history but showcases its abundance of natural resources and beautiful vistas as well. The shift between the history of Carson City to its present state is a story filled with intersections between government, nature, and arts and culture—to mark the location of this unique history is to celebrate this enchanting community and its people only further. “Sense of Place” utilizes my signature symbol, the “Circle”. Here, the circle reflects the horizon where the earth meets the sky, the big domed sky found over Carson City, the cycles of life and of the seasons, as well as the Carson City Silver Dollar reflected by the scalloped edges emerging at the higher points of the circle seen in my design. Another very significant feature in my proposal is the Capital Dome which is a symbol of the City’s historical identity. I chose to include the eagle as a metaphor representing the spirit of the people past and present. Seeing that the city has already chosen to showcase the eagle at the northern and southern points of its community, I thought it would be nice to add that element to this central location as well weaving this symbol of spirit and freedom throughout the entire community. The base of the sculpture features the Sierra Nevada Mountain Range creating a majestic stable base for the entire art piece. The focal and center piece of “Sense of Place” holds the Great Basin Bristlecone Pine which is the oldest known living tree in history. I am using the Bristlecone Pine not only to represent Carson City’s long history, but also as a symbol of its bright future. The Great Basin Bristlecone Pine may hold the key to bark beetle management, hence preserving all the other trees found throughout the Sierra Nevada mountains. Another important element in my design is seen in the detailed insets found on the outer band of the circle. I use this pattern found on the Washoe Tribe’s Seal to include their important history in this area into the sculpture. Seen in the inset on the opposite side of the circular band are markings reminiscent of sound wave and rhythmic beats representing not only the evolution of communications of early reptiles and mammals that once inhabited this region, but later the Native American population as well as embracing Carson City’s current

communities' love for music.

“Sense of Place” will stand twenty feet tall, but because of the additional height of the roundabout itself, it will stand twenty-five feet above the roadway. Created out of durable Cor-ten and Stainless steel, this installation requires no maintenance. “Sense of Place” is designed to withstand extreme weather conditions and will look the same in twenty years as it will the day of its installation. Additionally, graffiti, dirt, and any other blemishes are easily removed with a power washer. My sculpture is designed to discourage interaction with the public because of its clean simple lines that can be seen well from a distance. For the motorists who frequent this intersection, it reveals a multitude of exciting angles to view when driving in the round. “Sense of Place” is engineered with the strength and durability required for work in the public realm. Although I do not expect the public to walk onto the roundabout at any time, I did address any climb-ability issues through the sheer height and simplicity of my structure, and all surfaces and edges are completely free of any sharp edges. Furthermore, I have created over fifty large-scale public sculptures to date housed at high schools, community centers, and college campuses and have never had any issue in over twenty-five years. I am happy to provide a detailed list of locations and contact information for these sites where public interaction is more accessible. All my projects are completely site specific and one of a kind, and ADA compliant when applicable.

I want to thank the selection committee for their time and commitment to this exciting project!

Respectfully,

Karen Yank

Karen Yank

Sculpture for South Carson and South Stewart Street Roundabout in Carson City

Estimated Budget – total \$190,000.00.

Sculpture Fabrication and Installation Cost - \$125,000.00

To include:

Shop Drawing

Insurances

Fabrication of a 20’ tall by 23’ wide Sculpture

Fabrication Materials: Stainless & Cor-ten Steel, Steel

Finish Work: includes grinding, sanding, sandblasting & patina.

Fabrication Consumables

Transportation and Installation of Sculpture

Equipment Rental

Concrete Base and Foundation Fabrication and Installation Cost - \$20,000.00

Engineering to be done by a Nevada licensed engineer.

Concrete Work Subcontractor licensed in Nevada to include:

Obtaining City Permits and Traffic Mitigation Plan

Excavation and Site Work

Concrete Footing, Foundation, and Base to include Steel Embed Plate for Sculpture to be welded to.

Restorative Landscaping

Night Lighting Installation Cost - \$8,000.00

Addition Cost, Total \$10,000.00

Documentation/Photography

Plaque

Documentary Video

Educational Outreach with the Community

Travel and Hotel Costs

Small Contingency Fund

Artist Fee - \$27,000.00

Karen Yank

Sculpture for South Carson and South Stewart Street Roundabout in Carson City

Technical Information about the Fabrication and Installation of Sculpture:

Sculpture to be fabricated out of Cor-ten and Stainless steel with an average thickness of a 1/8" skin or exterior wall. Square 3" steel tubing will create a skeleton substructure under the 1/8" metal surface skin walls of the entire sculpture. This sculpture will weigh approximately 4,000 pounds and is designed and engineered to withstand harsh wind loads with its heavy stable base and lots of negative space between the components that are raised from the ground level. My sculpture will be approximately 20-foot tall by 23-foot wide with a 6-foot depth. I plan to install it centered on the top of the 5-foot raised flat area provided at the top section of the earth at the roundabout site location utilizing the full preferred 24-foot area. With this additional 5-foot elevation my sculpture will stand 25-feet above the road elevation. A large concrete foundation and footings to match the sculpture's footprint will be installed months prior to the sculpture's installation to ensure proper curing of the concrete. I do not anticipate the foundation needing to go any deeper than 4-feet below the top of the 5-foot elevated center location of the site, but we will follow the engineering plan done by a licensed Nevada engineer. The base portion at the top of the foundation will have a 3/4" steel embed plate welded to a rebar armature going deep into the concrete foundation creating exceptional strength. The sculpture footprint will be welded off directly to this steel embed on site at the time of installation. Using no bolts, it is completely tamperproof. If there is ever a reason to move the sculpture, one would simply grind off the welds attaching it to the embed plate and remove the sculpture. The sculpture will be delivered by myself and my fabrication team and will be lifted into place on its concrete foundation with a large boom truck or crane. Because of the sculpture height, we may wish to move the sculpture in two sections, which will require minimal welding and finish work on site. I will provide and install the project plaque at the very end. Once the installation is finished, a subcontractor will install the night lighting as well as installing needed concrete base structures to attach the lights to. When we are completely done, a subcontractor will restore any damage to the site landscape that the city requires. I will hire a local photographer to photograph the finished sculpture and provide the City and Arts Board professional photographs. I often create a video about the entire process to include the design, fabrication, and installation as an educational tool for the public, which can be posted on all involved parties' websites. If the commissioning agent and its community are interested in having me do this video and other public outreach to help educate the community about my piece and the importance of public art, I am always interested in offering my services. Often this becomes a collaborative effort with the city and its public arts program and other interested parties.

Karen Yank

Sculpture for South Carson and South Stewart Street Roundabout in

Carson City Cultural Corridor Budget Narrative Backup

Carson City

Maintenance Plan:

My sculpture requires no maintenance. The city might want to occasionally power wash it just to clean off street dirt and dust, but regular rains and snowfall should take care of that naturally. Graffiti can be easily taken off either the stainless or the rust surface layer of the Cor-ten by power washing the affected area. Stainless steel is noncorrosive and will never deteriorate or rust. Cor-ten is a steel with a high copper content that is designed to create a protective rust layer on its surface which does not rust any further into the structure of the steel, making it last for hundreds of years even in harsh climates. No protective coating is needed for either metal surface. My use of these metals is perfect for harsh weather public art locations. Any painted or protective coated sculpture will fade and peel over time if put in the outdoor element and UV exposure is especially hard on these coatings.

Proposal for Public Art Project for Carson City's Roundabout "Sense of Place"

By Karen Yank

Cor-ten and Stainless Steel

20' tall by 23' wide

2023

My sculpture titled "Sense of Place" echoes the unique intersection of culture and history found in Carson City, while serving as a monument to its captivating natural beauty and exciting vibrant future. My design concept embraces Carson City's history as the capital of Nevada and one of the older mints in the country producing the "Seated Liberty Silver Dollar" with the "CC" Carson City mintmark back in 1870. My design not only embraces the City's important history but showcases its abundance of natural resources and beautiful vistas as well. The shift between the history of Carson City to its present state is a story filled with intersections between government, nature, and arts and culture—to mark the location of this unique history is to celebrate this enchanting community and its people only further. "Sense of Place" utilizes my signature symbol, the "Circle". Here, the circle reflects the horizon where the earth meets the sky, the big domed sky found over Carson City, the cycles of life and of the seasons, as well as the Carson City Silver Dollar reflected by the scalloped edges emerging at the higher points of the circle seen in my design. Another very significant feature in my proposal is the Capital Dome which is a symbol of the City's historical identity. I chose to include the eagle as a metaphor representing the spirit of the people past and present. Seeing that the city has already chosen to showcase the eagle at the northern and southern points of its community, I thought it would be nice to add that element to this central location as well weaving this symbol of spirit and freedom throughout the entire community. The base of the sculpture features the Sierra Nevada Mountain Range creating a majestic stable base for the entire art piece. The focal and center piece of "Sense of Place" holds the Great Basin Bristlecone Pine which is the oldest know living tree in history. I am using the Bristlecone Pine not only to represent Carson City's long history, but also as a symbol of its bright future. The Great Basin Bristlecone Pine may hold the key to bark beetle management, hence preserving all the other trees found throughout the Sierra Nevada mountains. Another important element in my design is seen in the detailed insets found on the outer band of the circle. I use this pattern found on the

Washoe Tribe's Seal to include their important history in this area into the sculpture. Seen in the inset on the opposite side of the circular band are markings reminiscent of sound wave and rhythmic beats representing not only the evolution of communications of early reptiles and mammals that once inhabited this region, but later the Native American population as well as embracing Carson City's current communities' love for music.

"Sense of Place" will stand twenty feet tall, but because of the additional height of the roundabout itself, it will stand twenty-five feet above the roadway. Created out of durable Cor-ten and Stainless steel, this installation requires no maintenance. "Sense of Place" is designed to withstand extreme weather conditions and will look the same in twenty years as it will the day of its installation. Additionally, graffiti, dirt, and any other blemishes are easily removed with a power washer. My sculpture is designed to discourage interaction with the public because of its clean simple lines that can be seen well from a distance. For the motorists who frequent this intersection, it reveals a multitude of exciting angles to view when driving in the round. "Sense of Place" is engineered with the strength and durability required for work in the public realm. Although I do not expect the public to walk onto the roundabout at any time, I did address any climb-ability issues through the sheer height and simplicity of my structure, and all surfaces and edges are completely free of any sharp edges. Furthermore, I have created over fifty large-scale public sculptures to date housed at high schools, community centers, and college campuses and have never had any issue in over twenty-five years. I am happy to provide a detailed list of locations and contact information for these sites where public interaction is more accessible. All my projects are completely site specific and one of a kind, and ADA compliant when applicable.

I want to thank the selection committee for their time and commitment to this exciting project!

Respectfully,

Karen Yank

Karen Yank

Sculpture for South Carson and South Stewart Street Roundabout in Carson City

Detail Timeline: (tentative, but realistic without delays caused by issues out of Artist's control)

Early January 2024: Artist under contract. Hire Nevada licensed engineer to start immediately.

Mid-January: Hire Carson City based concrete contractor to create and install foundation, footings, and base per engineering.

Late January: Subcontractor to submit all permits for review.

Early February: Start fabrication of sculpture.

Early May: Install foundation and base in roundabout and prep for installation.

June: Delivery and installation to be done by the Artist and her Fabrication Team.

Mid-June: Install lighting to be done by a Carson City based subcontractor.

Late June: Any restorative work to the landscape to be done by Carson City based subcontractor.

Public Art – Sculpture

The Letter Factory - \$102,000

Jeff Schomberg

THE LETTER FACTORY

Proposed art work concept

6' tall x 30' wide x 4' deep free standing word sculpture.

My concept is to create a large word spilling OUR ART with a unique Oklahoma punched out pattern.

Each letter will be 6' tall, 5' to 6' wide and 4' deep.

The sculpture will be made out of welded weathering steel or aluminum.

The sculpture will be created in a way so there are no sharp edges.

The combination of these materials will provide a solid foundation which will withstand many years in the environment.

Assumptions

The sculpture will have a footprint of 6' tall x 30' wide x 4' deep.

The sculpture will have a internal color changing lighting system.

The sculpture will be designed to be bolted to a concrete base provided by client.

This is sculpture would be a great photo opportunity for visitors and residents of the surrounding area.

The client will be responsible for any necessary permitting.

The client will be responsible for the safety and maintenance of the sculpture, and for any liability derived from its display.

The Letter Factory will invoice the client 50% of the outstanding balance for the sculpture upon signature of the agreement. The remaining balance will be due upon installation.

Close up image of punch out pattern.

Example of aluminum. "XO" sculpture. City hall. San Jose, California. by Laura Kimpton and Jeff Schomberg.

Example of weathering steel. "Home" Reno aces ballpark. Reno Nv. Sculpture by Jeff Schomberg.

Example of LED lighting in the aluminum material.

For this sculpture I propose a budget of \$102,000.00

I would estimate a lead time of 2-3 months to create this sculpture.

This budget includes labor, materials, and transportation.

Thank you for your consideration

Jeff Schomberg Artist Curriculum Vitae

Jeff Schomberg

THE LETTER FACTORY

231 ARLETTA ST

RENO, NV 89503

PH 831-419-7881

website jeffschombergarts.com

Previous relevant art Commissions

2021 "RENO" Aiden Hotel, Reno, NV

"TREES" Schussboom Brewing Co, Reno, NV
 "LOVE" Renown Hospital, Reno, NV
 2020 "NEVADA" sculpture, Carson city, NV
 2019 "HOME", commissioned for the Reno Aces Reno, NV
 2018 "XO" and "HaHa" Installations, San Jose, CA
 "XO", Burning Man Exhibition at the Renwick Gallery, Washington, DC
 2017 "XOXO", Burning Man Installation, Black Rock City, NV
 "Mount Tamalpais" commissioned by Mountain Jam, Mill Valley, CA
 "BELIEVE" bike rack commissioned for the City of Reno, Reno, NV
 Artistic bike rack commissioned for the Reno Playa Art Park, Reno, NV
 2016 "BE ART", Commissioned by the City of West Palm Beach, FL
 "MAGIC", Commissioned for display at Burning Man and permanently installed in Miami, FL
 "LOVE", Commissioned by the Venetian Hotel, Las Vegas, NV
 "@EARTH #HOME", Burning Man Installation, Black Rock City, NV
 "LOVE", Commission for BottleRock Music Festival, Napa, CA
 "Rainbow LOVE, Commissioned by the Grand Hyatt, Union Square, San Francisco, CA
 "LOVE", Omar's, New York, NY
 2015 "BELIEVE", Purchased by City of Reno, Permanent Installation, Reno, NV
 "DREAM", Commission for "Dream Park", Permanent Installation, Arlington, TX
 "LOVE", BottleRock Music Festival, Site Installation, Napa, CA
 2014 "LOVE", Sonoma County Fair, Site Installation, Sonoma, CA
 "Pyramid of Flaming LOVE", Burning Man Honorarium, Installation, Black Rock City, NV
 2013 "BELIEVE", Burning Man Honorarium, Site Installation, Black Rock City, NV
 2012 "EGO", Burning Man Honorarium, Site Installation, Black Rock City, NV
 2011 "LOVE", Burning Man Honorarium, Site Installation, Black Rock City, NV
 2010 "OINK", Burning Man Honorarium, Site Installation, Black Rock City, NV
 2009 "Book of the Raven", Public Installation, Reno, NV
 "Who Gave Birth", Burning Man, Site Installation, Black Rock City, NV
 2008 "Book of the Raven", Burning Man Honorarium, Site Installation, Black Rock City, NV
 2007 "Burning Words", NY Studio Gallery, New York, NY
 "Celtic Forest", Burning Man Grant, Site Installation, Black Rock, NV
 Installation Forest Ethics Foundation, San Francisco, CA
 2006 Di Rosa Preserve Gallery, Benefit Art Auction, Napa, CA
 2005 Felix Kulpa Gallery, Santa Cruz, CA

Design experience

The Letter Factory

Description and Information

The Letter Factory is a sole proprietorship owned by artist Jeff Schomberg. The company's focus

is to develop and execute creative concepts, turning ideas on paper into three-dimensional sculptures made from different grades of steel, aluminum, wood, and more.

As the sole proprietor, Jeff Schomberg hires contractors as needed for larger commissions,

including licensed metal workers, project managers, and shop assistants. Jeff

Cultural Corridor Budget Narrative Backup

Schomberg is a well-respected member of Reno's artist and commercials communities, and acts like a one-stop shop for clients – managing outside vendors including steel manufacturers, powder coaters, CNC machinists, transportation and logistics and more.

Exhibitions Awards Grants

Monumental words sculptures purchased and installed by the cities of West Palm Beach, Florida, Arlington Texas, Reno, Nevada, and at the Paradise Ridge Winery Santa Rosa, California.

Six-time grant recipient for the annual burning Man event

Education

For the last 14 years I have created and installed large an small scale sculptures throughout the United States. Prior to that I worked as a contractor/carpenter for 24 years which gave me years of practical experience in design, fabrication, transportation and logistics too successfully complete projects on time and within budget.

References

Kate Thomas

Assistant Washoe County Manager

1001 E. 9th St.,

Reno, NV 89515

775-358-2008

kathomas@washoecounty.us

Eric Edelstein

President Reno aces baseball and Reno 1868 football club

250 Evans Ave.,

Reno, NV 89501

775-334-4700

ee@renoaces.com

Elizabeth "BettieJune" Scarborough

Art consultant

3054 Lyon St.,#2

San Francisco California 94123

415-225-4321

Bettiejune.scarborough@gmail.com

Joe Meschede

Burning Man Civic arts

660 Alabama St.

San Francisco California 94104

415-865-3800

joe@burningman.org

Total for Sculpture: \$150,000



State Agent and Transfer Syndicate, Inc.

Corporate Formations – Registered Agent Services

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Nevada Incorporation Data Sheet Non-Profit

Corporation Contact:

Name _____ Date _____

Mailing Address _____

Street or P. O. Box _____ City _____ State/Country _____ Zip/Postal Code _____
 Phone: () _____ Fax: () _____ Email: _____

Proposed Name of Corporation: _____

Has this name been verified by the Nevada Secretary of State ? Yes ___ No ___

Director(s) Name: _____

Address: 112 Curry Street, Carson City NV 89703-4934.

Please prepare a statement of purpose for inclusion in the articles of incorporation if the non-profit is planning to file an application for 501(c)3 status with the IRS.

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code to include

	Fees	
Articles of Incorporation	\$	50
Certified copies, \$30 each, NVSOS	\$	30 (Required by State Law)
Filing fee, Initial List of Officers, \$50	\$	50 (Required by State Law)
Preparation of documents, \$100	\$	100
Registered Agent fee	\$	150 (Includes minimal Domestic 1st Class mail forwarding)
Prepare and file for Federal Tax ID (EIN)	\$	60
Service Fee Filings of the 501 (c) (3)	\$	800
Filing of Non-Profit 501 (C) (3)	\$	275
Corporate Kit,	\$	95 (Corp. seal, member certs, minute book, bylaws)
Total	\$	1610

Card # _____ Exp. _____ Card Verification Number _____
 (from back of Card)

**** IF PAYING BY CREDIT CARD, PLEASE ADD 4% SERVICE FEE TO TOTAL DUE TO BE CHARGED****

**112 North Curry Street
 Carson City, Nevada 89703-4943**

**www.stateagent.com
info@stateagent.com**



State Agent and Transfer Syndicate, Inc.
Corporate Formations – Registered Agent Services
Celebrating over 120 years in business

CERTIFICATE OF RECORD LOCATION and MAILING ADDRESS VERIFICATION

This statement is maintained and kept on file at its registered office, State Agent and Transfer Syndicate, Inc., in compliance with Section 78.105.1 (b)(c) of Nevada Revised Statutes.

This statement is current until altered, changed, amended or revoked and State Agent and Transfer Syndicate, Inc., our Nevada Registered Agent, will be so notified by the next original revised statement or revocation.

The name of the custodian and physical location of the records (including the By-Laws and all amendments thereto) on file for this Limited Liability Company is:

DATED THIS ____ day of _____, 20__.

 (Name of person in possession of Operating Agreement)
do not use State Agent's address

CERTIFIED TO BE THE STATEMENT OF:
 By: _____
 (Signature of Manager or Member)

 (Your Physical address – Street, etc.)

 (Typed or Printed name of Manager or Member)

 (City) (State) (Zip Code)

 (Telephone Number including Area Code)

Mailing Address for your Renewal and Daily Mail

Renewal Address

Daily Mail Address

Contact: _____	Contact: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Phone: _____ Fax: _____	
Email: _____	

OTHER: INSURANCE



3301 South Virginia St.
 Reno, NV 89502
 Phone: (775) 829-2600
 Fax: (775) 829-2607

St Mary's Art Center, Inc.
 PO Box 396
 Virginia City, NV 89440

Invoice # 22514	Page 1 of 1
Account Number	Date
STMARYS-02	7/24/2024
BALANCE DUE ON	
7/24/2024	
AMOUNT PAID	Amount Due
	\$1,245.00

Directors & Officers

PolicyNumber: NFP0126133-06

7/24/2024 to 7/24/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
361046	7/24/2024	7/24/2024	RENB	Renewal Policy D&O/EPL/CRIM	\$1,245.00
Total Invoice Balance:					\$1,245.00

If you would like to pay by Credit Card or Electronic Check please go to <https://aandhins.appliedpay.com> to make your payment. Fees may apply. Thank you.



3301 South Virginia St.
 Reno, NV 89502
 Phone: (775) 829-2600
 Fax: (775) 829-2607

St Mary's Art Center, Inc.
 PO Box 396
 Virginia City, NV 89440

Invoice # 22515	Page 1 of 1
Account Number	Date
STMARYS-02	7/24/2024
BALANCE DUE ON	
7/24/2024	
AMOUNT PAID	Amount Due
	\$736.00

Professional Liability

PolicyNumber: AACYB50195-03

7/24/2024 to 7/24/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
361047	7/24/2024	7/24/2024	RENB	24.25 Cyber renewal	\$736.00
Total Invoice Balance:					\$736.00

If you would like to pay by Credit Card or Electronic Check please go to <https://aandhins.appliedpay.com> to make your payment. Fees may apply. Thank you.



May 9, 2024

Insurance Policy Enclosed

Christie Elliott
A and H Insurance, Inc.
3301 S. Virginia Street
Reno, NV 89502

Subject: Directors & Officers Insurance
Policy Number: NFP0126133-07
Insurance Carrier: Arch Insurance Group
Policy Period: 07/24/2024 to 07/24/2025

Your Client: St. Mary's Art Center, inc.
P.O. Box 396
Virginia City, NV 89440

The information below is in reference to the above stated client.

Dear Christie:

Your client's new insurance policy is enclosed. We have also enclosed our invoice.

This policy qualifies for automatic renewal because no claims or material changes to the risk have been reported during the expiring policy period. If there have been any claims or material changes to the insurable risk during the past year this renewal offer is void ab initio and you must contact our office to review available renewal terms.

The renewal policy enclosed may contain an increase in premium as well as other changes in terms and conditions. The premium is indicated on the renewal policy declarations page. This will serve as your only notice of any such changes.

Please remit payment in full, no later than the date provided on the invoice. Untimely payment may result in cancellation pursuant to the terms and conditions of the policy.

Please review and verify the information included. If any changes need to be made, please contact us as prior to the inception of the Policy Period.

If you have any questions, or would like additional information, please feel free to call us at 800-432-7465 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time. You may also contact us at info@affinitynonprofits.com.

Thank you for your business. We look forward to serving you.

Sincerely,

Jason Tharpe
Vice President

The individual servicing this account will be:
Kendra Walker
Phone Number: 202-429-8521
Fax Number: 847-953-2652
Email: kendra.walker@affinitynonprofits.com

Enclosures

aeweb T56

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency

Affinity Nonprofits

THE COMPANY FOR ALL OF THE INSURANCE
NEEDS OF YOUR MUSEUM CLIENTS



It's Easy, One-Stop-Shopping For All Of Your Museum Clients Insurance Needs

Affinity Nonprofits provides customized insurance tailored for the museum community – offering your clients the broadest coverage possible, at the most competitive premium available, and supported by a responsive team of museum community specialists.

1> Property and Casualty Insurance

Our Property and Casualty insurance program can provide competitive pricing on all business insurance policies, such as: Property, General Liability, Professional Liability, Auto, Excess, Cyber, and Crime as well as harder to find Abuse and Molestation coverage for clients with day camps and exposure to kids. We also can include historic replacement costs coverage on the Property.

2> Directors & Officers Insurance

Our AAM recognized Directors and Officers (D&O) insurance program protects the museum, its trustees, employees, and volunteers from lawsuits alleging mismanagement of assets, wrongful termination, and sexual harassment or discrimination.

3> Museum Collections & Temporary Loans Insurance

Our AAM recognized museum collections insurance program provides broad “wall-to-wall” coverage for physical loss or damage to insured objects with rare or historic value. Our specialty division is the leading broker for fine art and historical and cultural treasures in the U.S. and in all 50 states.

➤ ANP is an AAM Affinity Partner - Contact us for all of your nonprofit clients' insurance needs.
1.800.432.7465 · inforequest@affinitynonprofits.com



Affinity Nonprofits • 2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$0
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's
Signature

St. Mary's Art Center, inc.
Named Insured

Print Name of Policyholder/Legal
Representative/Applicant

Arch Insurance Company (AIC)
Insurance Company

Date:

Policy Number: NFP0126133-07

Arch Insurance Group is pleased to offer a comprehensive risk management service to help manage your workforce proactively and reduce your exposure to employment claims. Arch Insurance Group has developed this program in conjunction with Littler Mendelson, P.C. Littler is the largest employment and labor law firm in the world with more than 1,500 attorneys in over 75 offices. This comprehensive program includes:

Online Resources via Littler Edge® Website

Littler Edge is an online tool designed to help you with your employment and labor law compliance efforts. The site provides access to the best of Littler’s collective knowledge and experience, all in one location at:

www.ArchEmploymentSolutions.com

To register, select 'Request an Account' and follow instructions.
Please have your Policy Number and Effective Date available.

The site includes:

- Key workplace legal developments, news, and updates;
- A comprehensive database of HR Policies, including template documents and checklists on hiring, performance management, anti-discrimination, sexual harassment, overtime, employee handbooks and other topics;
- A full catalog of federal and state legal forms and guides;
- In-depth coverage of the most pressing compliance issues facing employers today;
- Littler GPS 50-state surveys; and
- Fastcase legal research service – the leading next-generation legal research website.

While on the website, you may also learn about and register for upcoming Littler webinars, podcasts, training programs and in-person seminars.

Hotline Services Provided by Littler

Littler provides a confidential call-in “Hotline” for Arch Insurance Group insureds to ask questions about workplace concerns and to obtain guidance from an experienced employment attorney at the nation’s largest employment law firm. To access the hotline, dial the toll-free number at 1-833-437-5216 and provide the name of your company, the Arch policy number and your contact information. An attorney at Littler will promptly call to assist you regarding HR or employment law questions, such as handling a termination, discipline or harassment issue.

Directors' and Officers' (D&O) Liability Insurance Program

Provided Exclusively by Affinity Nonprofits and Arch Insurance Company

Recognized by the American Alliance of Museums (AAM) Program

Cyber Liability Coverage Extension: Reimburses expenses resulting from network security breaches. Includes up to \$100,000 for notification and monitoring costs, as well as public relations firm to aid in image restoration.

Duty-to-Defend Coverage: Arch will assign experienced defense counsel for covered claims, even if allegations are groundless, false, or fraudulent.

Broad Definition of Insured: Includes the Nonprofit Entity and any director, officer, trustee, committee member, employee or volunteer. Employee definition includes part-time, seasonal, temporary, and leased employees.

Employment Practices Liability Coverage: Protects against employee related allegations of discrimination, wrongful termination and sexual harassment, as well as failure to hire or promote.

Third Party Coverage: Protects against third party allegations of discrimination and sexual harassment.

Expanded Claim Trigger: Broadened wording to include Insureds once identified in a Wells Notice, subpoena or target letter as a target against whom a formal proceeding may be commenced.

Defense Costs Outside the Limit of Liability Options: Amount of limits varies by insured. Uncapped defense costs may be available. Helps to preserve policy limit for indemnity payments.

Personal Injury & Publishers Liability Coverage: Protects against allegations of libel, slander and copyright or trademark infringement. Broadened wording includes coverage for electronic media.

Fair Labor Standards Act (FLSA) Sublimit: Provides a defense cost sublimit for Wage and Hour claims. Insureds outside of California, with under 15 employees, are eligible for limits as high as \$500,000.

First Party Coverage Enhancements: See our separate highlight sheet on the Arch Strength Endorsement to learn more about over a dozen additional first party coverage features.

10% Premium Credit: We are pleased to offer AAM members a 10% premium credit for directors' and officers' liability insurance.

Provenance Liability Defense Costs Sublimit: Provides a \$100,000 defense costs provision for provenance related allegations. \$250,000 sublimit available (subject to underwriting).

Workplace Violence Coverage: Protects against workplace violence incidents by reimbursing business interruption expenses (lost income and extra expenses); employee expenses (lost wages, counseling and security); and public relations firm expenses to restore the nonprofit's public image.

Breach of Contract Coverage (Defense Costs): Provides defense for allegations of non-employment related breach of contract.

Free Fiduciary Liability Coverage Sublimit: Provides a \$250,000 sublimit defense AND settlement for allegations of mismanagement of employee benefit plans. This includes \$100,000 in Settlement Program Coverage and \$25,000 in HIPAA.

Crisis Management Coverage: Provides up to \$250,000 for public relation firm and legal fees related to Regulatory crisis, Management crisis, Sexual Abuse allegations, and Fundraising fraud.

Optional Coverage Parts:

- **Fiduciary Liability** – Protects against allegations of mismanagement of employee benefit plans.
- **Crime Coverage** – Reimburses loss caused by theft, robbery, forgery or alteration, computer fraud, and currency fraud.
- **Kidnap & Ransom** – Reimburses loss caused by kidnapping and extortion type incidents, including ransom payments, defense costs for negligent mishandling of incidents, and response costs to incidents (i.e., security consultant, public relations, negotiator, etc.)

Arch Insurance Company is rated A+ (Superior), XV (\$2 billion or more in capital and surplus and conditional reserves) by A.M. Best Co.

Contact us or have your agent call **1.800.432.7465** or email us at **info@affinitynonprofits.com**

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Administered by:



2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com • 800.432.7465 • info@affinitynonprofits.com

Insurance coverage is underwritten by one or more member companies of Arch Insurance Group in North America, which consists of (1) Arch Insurance Company (a Missouri corporation, NAIC # 11150) with admitted assets of \$3.74 billion, total liabilities of \$2.87 billion and surplus to policyholders of \$875.38 million, (2) Arch Specialty Insurance Company (a Missouri corporation, NAIC #21199) with admitted assets of \$512.72 million, total liabilities of \$215.26 million and surplus to policyholders of \$297.45 million, (3) Arch Excess & Surplus Insurance Company (a Missouri corporation, NAIC # 10946) with admitted assets of \$66.25 million, total liabilities of \$612,846 and surplus to policyholders of \$65.64 million and (4) Arch Indemnity Insurance Company (a Missouri corporation, NAIC# 30830) with admitted assets of \$76.19 million, total liabilities of \$48.43 million and surplus to policyholders of \$27.76 million. All figures are as shown in each entity's respective Quarterly Statement for the quarter ended September 30, 2016. Executive offices are located at One Liberty Plaza, New York, NY 10006. Not all insurance coverages or products are available in all jurisdictions. Coverage is subject to actual policy language. This information is intended for use by licensed insurance producers. The information contained in this document is for general information only. It is intended to provide a general overview of the services and products offered. Only the relevant policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages are not available in all states. This document is not intended to be advertising or solicitation in states where the local regulations prohibit such usage.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkeley Insurance Agency and in NY, AIS Affinity Insurance Agency.

Arch Strength Endorsement

Directors' & Officers' Liability Insurance

Affinity Nonprofits has been providing insurance to the nonprofit community for over 35 years. Together with Arch Insurance Company, rated A+ (Superior) by A.M. Best Company, we are dedicated to providing comprehensive, affordable solutions to the nonprofit organizations that are the cornerstone of our communities.

In keeping with that mission, we are excited to introduce the Arch Strength Endorsement to our Directors' & Officers' Liability Insurance policy crafted for nonprofit organizations. The first party coverage items available under the Strength Endorsement combine with the broad coverage available under the Arch D&O to form one of the most robust policy offerings available in the market today.

➤ Arch Strength Endorsement	➤ Limit	➤ Description
Business Travel Accident	\$50,000	Reimbursement of travel accident costs if the insured person suffers injury while traveling on insured business.
Conference Cancellation	\$25,000	Reimbursement of business related expenses when an employee is scheduled to attend a conference that is cancelled due to a natural catastrophe or communicable disease outbreak.
Destroyed Records	\$25,000	Reimbursement of expenses required to reconstruct paper or electronic business records which are lost during a natural catastrophe or terrorism related event.
Death Benefit	\$50,000	Payment to the insured for terrorism related death of an executive.
Donation Failure	\$50,000	Reimbursement for any donation pledged by and not received due to bankruptcy, unemployment or incapacitation of the donor which prevents them from honoring the pledge.
Emergency Real Estate Fees	\$50,000	Reimbursement for real estate consulting fees resulting from the relocation of the insured's office due to the unforeseeable destruction of the office.
Immigration	\$25,000	Reimbursement of civil fines or penalties incurred for non-willful violations of the U.S. Immigration and Nationality Act.
Fundraising Event Power Outage	\$25,000	Reimbursement of costs incurred when a fundraising event is cancelled due to a power outage.
Identity Theft	\$50,000	Reimbursement of notarization costs and loan application fees required by financial institutions, as well as mailing costs to law enforcement or credit agencies, due to an act of identity theft.
Executive Replacement	\$50,000	Reimbursement of costs associated with finding a replacement if an executive suffers an accidental injury that results in their death.
Kidnapping	\$50,000	Reimbursement of response costs if an executive, their spouse, domestic partner, parent or child is kidnapped.
Repatriation	\$10,000 per employee / \$50,000 aggregate	Reimbursement of travel expenses, lodging and compensation of an employee from a country they reside in to the nearest place of safety or to a country in which the insured person is a legal resident.
Temporary Meeting Space	\$25,000	Reimbursement for the costs of renting meeting space due to the temporary unavailability of the insured's office due to terrorism, natural catastrophe, or failure of a climate control system.
Terrorism Travel	\$50,000	Reimbursement of an executive's hotel and travel costs if stranded due to a terrorism related event.
Trip Cancellation	\$2,500	Reimbursement of meals, lodging and alternate transportation costs resulting from the cancellation of a regularly scheduled business trip.

Call us or have your agent call **1.800.432.7465** or email us at info@affinitynonprofits.com

Underwritten by:



Administered by:



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Insurance Group®
ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
3100 Broadway, Suite 511
Kansas City, MO 64111

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

ARCH CANOPY POLICY FOR NONPROFIT ORGANIZATIONS SM

NOTICE: THE LIABILITY COVERAGE PARTS OF THIS POLICY PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD. EACH APPLICABLE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF ANY LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY FOR THE COVERAGE TO WHICH SUCH LIMIT APPLIES, INCLUDING LIABILITY FOR DEFENSE COSTS. ALL LOSS PAYMENTS, INCLUDING DEFENSE COSTS PAYMENTS, SHALL APPLY TO THE DEDUCTIBLE.

NOTICE: A DEFINITION OF CLAIM IS OUTLINED IN EACH COVERAGE PART AND IS CRITICAL TO COVERAGE AFFORDED. PLEASE READ THIS POLICY CAREFULLY.

DECLARATIONS

Policy No.: NFP0126133-07

Item 1. Named Organization & Address:

St. Mary's Art Center, inc.
P.O. Box 396
Virginia City, NV 89440

Item 2. Policy Period:

From: 07/24/2024
To: 07/24/2025
12:01 a.m. local time at the address stated in Item 1

Item 3. Policy Premium:

\$1,245.00

Taxes, Surcharges and other Assessments, if applicable

Premium Attributable to Terrorism Risk Insurance:

\$0

Included in Policy Premium

[X]

In Addition to Policy Premium

[]

Item 4. Extended Reporting Period (Liability Coverage Parts only):

Additional Period: 1 year
Additional Premium: 50% of annual premium

Item 5. Notices to Insurer:

Claims or Potential Claims:

Arch Insurance Company
 Executive Assurance Claims
 10909 Mill Valley Road, Suite 210
 P.O. Box 542033
 Omaha, NE 68154
 Phone: 877 688-ARCH (2724)
 Fax: 866 266-3630
 E-mail: Claims@ArchInsurance.com

All Other Notices:

Affinity Nonprofits
 Program Administrator
 2001 K Street, NW, Suite 625 North
 Washington, DC 20006
 Phone: 800-432-7465
 Fax: 800-701-1982
 Email: info@affinitynonprofits.com

Item 6. Coverage Elections:

Only those Coverage Parts, Insuring Agreements, and Options designated with an X are included under this policy.

<input type="checkbox"/>	Liability Coverage Parts Aggregate Limit of Liability Option:	N/A - Separate Limits
<input checked="" type="checkbox"/>	Defense Costs Outside the Aggregate Limit of Liability Option:	Unlimited

<input checked="" type="checkbox"/> Nonprofit Organization Liability Coverage Part:			
Limit of Liability: \$1,000,000			
Insuring Agreement	Sublimit of Liability	Deductible Each Claim	Pending and Prior Litigation Date
A. Insured Person Liability	\$1,000,000	None	07/24/2002
B. Organization Reimbursement	\$1,000,000	\$2,500	07/24/2002
C. Organization Liability	\$1,000,000	\$2,500	07/24/2002
D. Derivative Demands	\$250,000	None	07/24/2002
E. Crisis Management Costs for a Network Security Breach or Privacy Violation	\$250,000	None	07/24/2002

Extension	Sublimit of Liability
Excess Benefit Transaction Excise Tax	\$100,000
<input checked="" type="checkbox"/> Defense Costs Outside the Limit of Liability Option	Unlimited

<input checked="" type="checkbox"/> Employment Practices Liability Coverage Part:			
Limit of Liability: \$1,000,000			
Insuring Agreement	Sublimit of Liability	Deductible Each Claim	Pending and Prior Litigation Date
A. Employment Practices Liability	\$1,000,000	\$2,500	07/24/2002
B. Third Party Liability	\$1,000,000	\$2,500	07/24/2002
<input checked="" type="checkbox"/> Defense Costs Outside the Limit of Liability Option		Unlimited	

<input checked="" type="checkbox"/> Fiduciary Liability Coverage Part:		
Limit of Liability	Deductible Each Claim	Pending and Prior Litigation Date
\$250,000	\$0	07/24/2002
<input type="checkbox"/> Defense Costs Outside the Limit of Liability Option		

<input type="checkbox"/> Crime Coverage Part:			
Insuring Agreement	Limit of Liability	Deductible	Options
<input type="checkbox"/> A. Employee Theft			<input type="checkbox"/> Loss Sustained or <input type="checkbox"/> Loss Discovered
<input type="checkbox"/> B. Customer Property			
<input type="checkbox"/> C. Inside the Premises			(If neither box above is designated with an X, this Policy shall be issued on a Loss Sustained basis)
<input type="checkbox"/> D. Outside the Premises			
<input type="checkbox"/> E. Forgery or Alteration			
<input type="checkbox"/> F. Computer Fraud or Fraudulent Transfer Instructions			<input type="checkbox"/> Investigation Costs Coverage – Sublimit of Liability:
<input type="checkbox"/> G. Currency Fraud			

<input type="checkbox"/> Kidnap, Ransom & Extortion Coverage Part:			
Insuring Agreement	Limit of Liability	Deductible	Options
<input type="checkbox"/> A. Kidnap, Ransom & Extortion			<input type="checkbox"/> F. Repatriation Costs Coverage – Limit of Liability: Deductible: <input type="checkbox"/> G. Recall Costs Coverage – Limit of Liability: Deductible:
<input type="checkbox"/> B. Custody			
<input type="checkbox"/> C. Claims Costs			
<input type="checkbox"/> D. Response Costs 1. R&R Sublimit			
<input type="checkbox"/> E. Personal Injury Benefits 1. Death: 2. Mutilation: 3. Other Injury:			

Item 7. Endorsements: See attached schedule of endorsements and notices.



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "Brian D. First".

Brian D First
President

A handwritten signature in black ink that reads "Regan A. Shulman".

Regan Shulman
Secretary

SCHEDULE OF FORMS AND ENDORSEMENTS

INSURED: St. Mary's Art Center, inc.
POLICY NUMBER: NFP0126133-07

TERM: 07/24/24 to 07/24/25

<u>ENDT NO.</u>	<u>FORM NO.</u>	<u>TITLE</u>
	05 ML0002 00 12 14	Arch Signature Page
	00 PCD0306 00 07 10	General Provisions
	00 PCD0305 00 07 10	Nonprofit Organization Liability Coverage Part
	00 PCD0074 00 04 07	Employment Practices Liability Coverage Part
	00 PCD0075 00 04 07	Fiduciary Liability Coverage Part
1	00 PCD0501 00 10 16	Workplace Violence Coverage
2	00 PCD0489 00 03 16	Arch Strength Endorsement
3	00 PCD0502 00 10 16	Amend Definitions of Executive (Is, Was, or Shall Be) and Insured Person (Insured Capacity Duration)
4	00 PCD0509 00 09 17	Museum Endorsement
5	00 PCD0545 00 11 17	Outside Organization Exclusion - With Whom Insured Persons Serve in an Outside Capacity
6	00 ME5621 00 02 20	Insured Organization versus Insured Exclusion
7	00 PCD0323 00 11 10	Immigration Investigation - Defense Costs Sublimit
8	00 PCD0486 00 12 18	NFP Wage and Hour Exclusion - Defense Costs Sublimit
9	00 PCD0514 00 11 16	Amend Definition of Third Party
10	00 ME5638 00 02 20	Nonprofit Arch Canopy Premier
11	00 PCD0573 00 02 20	Late Notice of EEOC Charge
12	00 PCD0264 00 04 10	Amend Extended Reporting Period - 60 Days
13	00 PCD0458 00 01 13	Amend Post Policy Reporting - 90 Days
14	00 PCD0315 29 08 10	Nevada Amendatory Endorsement

GENERAL PROVISIONS FOR NONPROFIT ORGANIZATIONS

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In consideration of the payment of the premium and in reliance upon the **Application**, the Insurer specified in the Declarations (the “**Insurer**”) and the **Insureds** agree as follows:

GENERAL PROVISIONS

1. APPLICABILITY OF GENERAL PROVISIONS

- A. Except as specifically provided herein, the General Provisions apply to all Coverage Parts.
- B. Except as specifically provided therein, the provisions of each Coverage Part apply to such Coverage Part only.
- C. If there is a conflict between the General Provisions and any Coverage Part, the provisions of the Coverage Part shall control.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

- A. “**Application**” means the application for this Policy, including any information and materials submitted therewith or incorporated therein. “**Application**” also means any application, including any information and materials submitted therewith or incorporated therein, for any insurance policy in an uninterrupted series of policies issued by the **Insurer**, or any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement. The **Application** shall be deemed attached to and is incorporated into this Policy.
- B. “**Claim**” shall have the meaning specified in each **Liability Coverage Part**.
- C. “**Claim Manager**” means any natural person who is a chief executive officer, executive director, chief financial officer, president, general counsel, risk manager or any equivalent position, of an **Insured Organization**.
- D. “**Debtor in Possession**” means a “debtor in possession” as defined in Chapter 11 of the United States Bankruptcy Code or any similar law.
- E. “**Defense Costs**” means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**, including **Extradition Costs**. **Defense Costs** shall include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to issue such bond. **Defense Costs** shall not include any compensation, benefit expenses, or overhead of any **Insureds**.
- F. “**Domestic Partner**” means any natural person qualifying as a domestic partner under any federal, state or local law or under the provisions of any formal program established by any **Insured Organization**.
- G. “**Employee**” shall have the meaning specified in each Coverage Part.
- H. “**ERISA**” means the Employee Retirement Income Security Act of 1974, the English Pension Scheme Act 1993, the English Pensions Act 1995, or any similar law.
- I. “**Executive**” shall have the meaning specified in each Coverage Part.

- J. “Extradition Costs”** means fees and expenses incurred by an **Insured Person** to lawfully oppose, challenge, resist or defend against any request for extradition of such **Insured Person** from his or her current country of employment and domicile to any other country for any criminal trial, including the appeal of any order or other grant of extradition of such **Insured Person**.
- K. “Independent Contractor”** means any natural person working for an **Insured Organization** in the capacity of an independent contractor pursuant to an express contract or agreement with such **Insured Organization** governing the nature of such person’s engagement.
- L. “Insolvency”** means the status of any **Insured Organization** due to:
1. the appointment of any conservator, liquidator, receiver, trustee, or similar official to control, supervise, or liquidate such **Insured Organization**; or
 2. such **Insured Organization** becoming a **Debtor in Possession**.
- M. “Insured Organization”** means:
1. the **Named Organization**; or
 2. any **Subsidiary**;
- including any such organization as a **Debtor in Possession**.
- N. “Insured Person”** shall have the meaning specified in each Coverage Part.
- O. “Insured”** shall have the meaning specified in each Coverage Part.
- P. “Interrelated Wrongful Acts”** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- Q. “Liability Coverage Part”** means any Coverage Part of this Policy other than the Crime Coverage Part and Kidnap, Ransom & Extortion Coverage Part.
- R. “Loss”** shall have the meaning specified in each Coverage Part.
- S. “Named Organization”** means the organization named in Item 1 of the Declarations.
- T. “Non-Indemnifiable Loss”** means any **Loss** incurred by an **Insured Person** that all **Insured Organizations** cannot indemnify because of:
1. legal prohibition; or
 2. **Insolvency**.
- U. “Policy Period”** means the period specified in Item 2 of the Declarations, subject to any cancellation prior to the scheduled expiration date.
- V. “Pollutants”** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic, or electromagnetic field of any

frequency. "Waste" includes, without limitation, material to be recycled, reconditioned, or reclaimed. **Pollutants** also means any substance identified on a list of hazardous substances issued by any governmental agency, including, without limitation, the Environmental Protection Agency.

W. "**Senior Executive**" means any natural person who is a chief executive officer, executive director, chief financial officer, president, general counsel, trustee, or chairperson or any equivalent position of an **Insured Organization**.

X. "**Subsidiary**" means any:

1. not-for-profit entity while the **Named Organization** owns or controls, directly or indirectly, the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of such entity; or
2. for-profit or other entity listed as a **Subsidiary** in a written endorsement issued by the **Insurer**.

Y. "**Wrongful Act**" shall have the meaning specified in each **Liability Coverage Part**.

3. **COVERAGE TERRITORY**

This Policy shall apply on a worldwide basis.

4. **SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE**

Subject to the provisions of this Policy, coverage shall apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured Person**, or if an **Insured Person** dies, becomes incapacitated, or files for bankruptcy, such **Insured Person's** estate, heirs, assigns, or legal representatives, provided that:

A. such **Claim** arises solely out of:

1. such person's status as a spouse, **Domestic Partner**, trustee, beneficiary, heir, assignee or legal representative of such **Insured Person**; or
2. such person's ownership of property sought as recovery for a **Wrongful Act**;

B. the **Insured Person** is named in such **Claim** along with such persons or entities; and

C. no coverage shall apply to any **Claim** for a **Wrongful Act** of such persons or entities.

Coverage for such **Claim** shall be on the same terms and conditions (including, without limitation, the Deductible) as apply to any **Claim** made against an **Insured Person**.

5. **EXTENDED REPORTING PERIOD**

Regarding the **Liability Coverage Parts** only:

A. If the **Insurer** or **Named Organization** shall refuse to renew this Policy, or if the **Named Organization** shall cancel this Policy, the **Insureds** shall have the right, upon payment of the Additional Premium stated in Item 4 of the Declarations, to a continuation of the coverage afforded by all elected **Liability Coverage Parts** for the Additional Period stated in Item 4 of the Declarations (the "Extended Reporting Period"). If elected, the Extended

Reporting Period shall commence upon the effective date of such nonrenewal or cancellation. Such continuation of coverage shall apply only to a **Claim**:

1. first made against the **Insureds** during the Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**; and
 2. otherwise covered by any **Liability Coverage Part**.
- B.** The rights contained in this section shall terminate unless a written notice of election together with the additional premium due is received by the **Insurer** within 30 days after the effective date of nonrenewal or cancellation.
- C.** The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- D.** There is no separate limit of liability for the Extended Reporting Period.

6. LIMIT OF LIABILITY

Regarding the **Liability Coverage Parts** only:

- A.** The Limit of Liability specified in Item 6 of the Declarations for each **Liability Coverage Part** shall be the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**.
- B.** Notwithstanding the above, if the Liability Coverage Parts Aggregate Limit of Liability Option is elected in Item 6 of the Declarations:
1. such single shared Limit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under all **Liability Coverage Parts** combined; and
 2. any amount specified as a Limit of Liability for an elected **Liability Coverage Part** shall be:
 - a. the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**; and
 - b. part of, and not in addition to, the amount specified as the Liability Coverage Parts Aggregate Limit of Liability.
- C.** **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** shall reduce each applicable Limit of Liability.
- D.** Notwithstanding the above:
1. if the Defense Costs Outside the Aggregate Limit of Liability Option is elected in Item 6 of the Declarations, then the amount specified in such option shall be available to pay **Defense Costs** for all elected **Liability Coverage Parts**; or
 2. if the Defense Costs Outside the Limit of Liability Option is elected in Item 6 of the Declarations for any **Liability Coverage Part**, then the amount specified in such option shall be available to pay **Defense Costs** regarding such **Liability Coverage Part**,

provided that if any Defense Costs Outside the Limit of Liability Option is elected: (i) the **Insurer** shall pay **Defense Costs** out of the amount specified in such option prior to paying any **Defense Costs** out of the otherwise applicable Limit of Liability; and (ii) any amount specified in such Option shall be in addition to, and not part of, the otherwise applicable Limit of Liability.

- E. If any applicable Limit of Liability or Defense Costs Outside the Limit of Liability amount is exhausted, the premium for this Policy shall be fully earned.

7. DEDUCTIBLE

Regarding the **Liability Coverage Parts** only:

- A. The **Insurer** shall pay covered **Loss** arising from each **Claim** covered under any **Liability Coverage Part** only to the extent such **Loss** is in excess of the applicable Deductible specified in Item 6 of the Declarations.
- B. Each Deductible under any **Liability Coverage Part** shall be uninsured.
- C. Any **Loss** paid by the **Insurer** under any **Liability Coverage Part**, whether pursuant to a duty to defend or otherwise, that is within any applicable Deductible shall be reimbursed by any **Insured Organization** to the **Insurer** upon the **Insurer's** request.
- D. If a **Claim** is subject to multiple Deductibles, the total Deductible for such **Claim**, shall be the highest applicable Deductible.
- E. No Deductible shall apply to **Non-Indemnifiable Loss**.
- F. If any **Insured Organization** is permitted by common or statutory law to indemnify an **Insured Person** for **Loss**, or to advance **Defense Costs** on such **Insured Person's** behalf, and fails to do so other than because of **Insolvency**, then any coverage under a **Liability Coverage Part** for such **Insured Person** shall apply without any Deductible. In such case, the **Insured Organization** shall promptly reimburse the **Insurer** for such **Loss** up to the amount of the Deductible that would have applied if the **Insured Organization** indemnified or advanced such **Loss**.

8. DEFENSE OF CLAIMS

Regarding the **Liability Coverage Parts** only:

- A. The **Insurer** shall have the right and duty to defend each **Claim** covered under a **Liability Coverage Part** for which the **Insurer** receives notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.
- B. The **Insurer's** duty to defend any **Claim** shall end upon exhaustion of any applicable Limit of Liability. Notwithstanding the above, if Defense Costs Outside the Limit of Liability is elected in Item 6 of the Declarations, then the **Insurer's** duty to defend any **Claim** shall cease upon exhaustion of the amount of additional **Defense Costs** and any applicable Limit of Liability.
- C. The **Insureds** shall neither admit nor assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any admission, assumption, settlement, stipulation, or **Defense Costs** to which it has not consented.

- D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If any **Insureds** refuse to consent to the settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, then the **Insurer** shall not pay **Loss** for such **Claim** in excess of the sum of:
1. The amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
 2. 80% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.
- E. The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall attend proceedings, hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.

9. CLAIM AND POTENTIAL CLAIM NOTICES

Regarding the **Liability Coverage Parts** only:

- A. As a condition precedent to coverage, the **Claim Manager** shall give the **Insurer** written notice of any **Claim** as soon as practicable, after any **Claim Manager** first becomes aware of such **Claim**, but no later than 60 days after the end of the **Policy Period** or the Extended Reporting Period, if applicable. Such notice shall specify the **Liability Coverage Part** under which notice is being given.
- B. If, during the **Policy Period**, the **Claim Manager** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured** for which coverage may be available under a **Liability Coverage Part**, and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the (i) reasons for anticipating such a **Claim**, (ii) nature and date of the **Wrongful Act**, (iii) identity of the **Insureds** involved, (iv) injuries or damages sustained, (v) names of potential claimants, (vi) manner in which the **Insureds** first became aware of the **Wrongful Act** and (vii) the **Liability Coverage Part** under which such notice is being given, then any **Claim** subsequently arising from such **Wrongful Act** shall be deemed to be a **Claim** first made at the time that the **Insurer** receives such notice.

10. INTERRELATED CLAIMS

Regarding the **Liability Coverage Parts** only, all **Claims** arising from, based upon, or attributable to the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** first made on the earliest date that:

- A. any of such **Claims** was first made, even if such date is before the **Policy Period**;
- B. proper notice of such **Wrongful Act** or **Interrelated Wrongful Act** was given to the **Insurer** pursuant to Section 9.B above; or
- C. notice of any fact, circumstance or situation including such **Wrongful Act** or **Interrelated Wrongful Act** was given under any prior insurance policy.

11. ALLOCATION

Regarding the **Liability Coverage Parts** only, if the **Insureds** incur **Loss** that is only partially covered by this Policy because a **Claim** includes both covered and uncovered matters, **Loss** shall be allocated as follows:

- A. 100% of **Defense Costs** incurred by the **Insureds** shall be allocated to covered **Loss**; and
- B. **Loss**, other than **Defense Costs**, incurred by the **Insureds** shall be allocated between covered and non-covered **Loss** based upon the relative legal exposure of the parties to covered and non-covered matters.

12. SUBROGATION

- A. The **Insurer** shall be subrogated to all of the **Insureds**' rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the **Insurer's** position or any rights of recovery.
- B. Regarding the **Liability Coverage Parts** only, the **Insurer** shall not subrogate against any **Insureds**.

13. OTHER INSURANCE

Except for personal liability insurance maintained by an **Insured Person** for such **Insured Person's** own benefit, coverage under this Policy shall apply only in excess of any other valid and collectible insurance regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance or bond to this Policy's Policy Number.

14. CORPORATE TRANSACTIONS

A. Takeover of Named Organization

If, during the **Policy Period**:

- 1. any person or entity or group of persons and/or entities acting in concert acquires the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of the **Named Organization**; or
- 2. the **Named Organization** merges into, or consolidates with, another organization such that the **Named Organization** is not the surviving organization,

then coverage shall: (i) continue under the **Liability Coverage Parts** for **Wrongful Acts** occurring before such transaction; and (ii) terminate under the Crime and the Kidnap Ransom & Extortion Coverage Parts subject to the provisions therein. No coverage shall be available for any: (i) **Wrongful Act** occurring (under any **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or (iii) covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Insureds** shall give the **Insurer** written notice of such transaction as soon as practicable, but no later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of a Not-For-Profit Subsidiary

If, before or during the **Policy Period**: (i) the **Named Organization** acquires the direct or indirect right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of a not-for-profit entity; (ii) the **Named Organization** creates a not-for-profit entity in which it acquires, directly or indirectly, the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of such entity; or (iii) any not-for-

profit **Insured Organization** merges with another not-for-profit organization such that such **Insured Organization** is the surviving entity, then such newly created, acquired or merged not-for-profit organization and its **Insureds** shall be covered under this Policy for any:

1. **Wrongful Act** occurring (under any **Liability Coverage Part**);;
2. **Loss** discovered or sustained (as applicable, under the Crime Coverage Part.); or
3. covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part)

after such acquisition, creation or merger. No coverage shall be available for any new **Insureds** for any: (i) **Wrongful Act** occurring (under a **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or (iii) covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), before such transaction. No coverage shall be available for any new **Insureds** for any **Wrongful Act** that is a **Interrelated Wrongful Act** to any **Wrongful Act** occurring before such transaction.

If the fair value of the assets of any newly acquired or merged not-for-profit organization exceeds 25% of the total consolidated assets of the **Named Organization** as reflected in its most recent annual financial statements prior to such merger or acquisition, then as a condition precedent to coverage for such new **Insureds**, the **Named Organization** shall give the **Insurer** written notice of the transaction as soon as practicable, pay any additional premium, and agree to any additional terms and conditions required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

No coverage shall be available for any for-profit entity or any natural person or plan affiliated with such entity unless such entity is listed as a **Subsidiary** in a written endorsement issued by the **Insurer**, regardless of whether such entity is owned, controlled, or merged into, an **Insured Organization**.

C. **Loss of Subsidiary Status**

If, before or during the **Policy Period**, any organization ceases to be a **Subsidiary**, then coverage otherwise available under this Policy for such **Subsidiary** and its **Insureds**, shall apply only for any:

1. **Wrongful Act** occurring (under any **Liability Coverage Part**);;
2. **Loss** discovered or sustained (as applicable, under the Crime Coverage Part.); or
3. covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part),

before such transaction. No coverage shall be available for any former **Subsidiary** and its **Insureds** for any: (i) **Wrongful Act** occurring (under a **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), after such transaction.

15. **APPLICATION & SEVERABILITY**

- A. The **Insureds** represent that the information contained in the **Application** is true, accurate and complete. This Policy is issued in reliance upon the **Application**. If the **Application**

contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy shall not afford coverage for any **Insureds** who knew on the inception date of this Policy the facts that were not accurately disclosed in the **Application**, regardless whether such **Insureds** knew the **Application** contained such misrepresentation or omission. The foregoing shall be the **Insurer's** sole remedy with respect to misrepresentations or omissions in the **Application**.

- B. For the purpose of determining coverage, knowledge possessed by:
 - 1. any **Insured Person** shall not be imputed to any other **Insured Person**; and
 - 2. any **Senior Executive** or anyone signing the **Application** shall be imputed to all **Insureds** other than **Insured Persons**.
- C. This Policy shall not be rescinded.

16. SUITS AGAINST THE INSURER

- A. No suit or other proceeding shall be commenced by the **Insureds** against the **Insurer** unless there shall have been full compliance with all the terms and conditions of this Policy, including Section 16.B below.
- B. Prior to commencing any suit or other proceeding against the **Insurer**, the **Insureds** shall first submit any coverage or other dispute arising under or in connection with this Policy to nonbinding mediation. The mediator for such mediation shall be disinterested and knowledgeable on the relevant issues in dispute. The mediator shall be selected jointly by the parties. Such mediation shall be conducted in a venue and in accordance with procedural rules as are agreed to jointly by the parties. The costs of such mediation shall be shared equally by the parties provided that each party shall bear its own legal costs. If such mediation does not resolve the dispute between the **Insureds** and the **Insurer**, the **Insureds** shall have the right to commence a suit or other proceeding against the **Insurer** regarding the issues in dispute 60 days after the conclusion of such mediation. No suit or other proceeding shall be initiated prior to 60 days after the conclusion of such mediation.
- C. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insureds** nor shall the **Insurer** be impleaded by the **Insureds** in any **Claim**.

17. ENTIRE AGREEMENT

This Policy, including the Declarations, General Provisions, elected Coverage Parts, written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** regarding the insurance provided hereunder.

18. CHANGES

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.

19. ASSIGNMENT

Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.

20. NAMED ORGANIZATION'S AUTHORITY

The **Named Organization** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, acceptance of endorsements, payment of premiums, and receipt of return premiums.

21. CANCELLATION

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 20 days notice to the **Named Organization**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Organization** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice shall be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Insureds** cancel this Policy, unearned premium shall be calculated at the **Insurer's** customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The **Insurer** shall make payment of any unearned premium as soon as practicable.

22. BANKRUPTCY

Bankruptcy or insolvency of any **Insureds** shall not relieve the **Insurer** of any obligation under this Policy.

23. NOTICES

- A. Notices to the **Insureds** shall be sent to the **Named Organization** at the address specified in Item 1 of the Declarations.
- B. Notices to the **Insurer** shall be sent or e-mailed to the applicable address specified in Item 5 of the Declarations and become effective upon receipt at such address.
- C. All notices shall be in writing.

24. TITLES

The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

25. REFERENCES TO LAWS

- A. Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B. Any statute, act, or code mentioned in this Policy that is followed by the phrase "or any similar law" shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

26. COVERAGE PART COORDINATION

- A. If any **Loss** is covered under two or more **Liability Coverage Parts**:
 - 1. the **Insureds** shall be entitled to recover **Loss** only once; and

2. the maximum aggregate amount that the **Insurer** shall pay for all **Loss** arising from a single **Claim** shall be the largest remaining applicable Limit of Liability and, if elected, the remaining Defense Costs Outside the Limit of Liability amount.
- B.** Regardless of the **Liability Coverage Part** under which a notice of **Claim** or potential **Claim** is given by the **Insureds**, the **Insurer** shall be entitled to make its own determination as to which **Liability Coverage Part**, if any, **Loss** is covered and under which **Liability Coverage Part Loss** should be paid.

NONPROFIT ORGANIZATION LIABILITY COVERAGE PART

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NONPROFIT ORGANIZATION LIABILITY COVERAGE PART

1. INSURING AGREEMENTS

A. Insured Person Liability

The **Insurer** shall pay **Non-Indemnifiable Loss** on behalf of any **Insured Person** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act**.

B. Organization Reimbursement

The **Insurer** shall pay **Loss** on behalf of an **Insured Organization** that such **Insured Organization** is permitted or required by law, to indemnify the **Insured Person** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act**.

C. Organization Liability

The **Insurer** shall pay **Loss** on behalf of an **Insured Organization** resulting from a **Claim** first made against such **Insured Organization** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act**.

D. Derivative Demands

The **Insurer** shall pay **Investigation Costs** on behalf of an **Insured Organization** resulting from a **Derivative Demand** first made during the **Policy Period** or Extended Reporting Period, if applicable.

This Insuring Agreement shall be subject to the Sublimit of Liability specified in Item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

E. Crisis Management Costs for a Network Security Breach or Privacy Violation

The **Insurer** shall pay **Crisis Management Costs** on behalf of an **Insured Organization** resulting from a **Network Security Breach** or **Privacy Violation** occurring during the **Policy Period** and reported as soon as practicable but no later than 60 days after the **Policy Period**.

This Insuring Agreement shall be subject to the Sublimit of Liability specified in item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

Regarding this Insuring Agreement: (i) General Provisions Sections 4. Coverage Extensions, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Section 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. “Claim” means any:

1. written demand or notice for civil monetary damages or other civil non-monetary relief commenced by the **Insured’s** receipt of such demand or notice;
2. civil proceeding, including, without limitation, an arbitration or alternative dispute resolution proceeding (ADR), commenced by the service upon an **Insured** of a complaint, demand for arbitration, request for mediation or similar document, including a foreign equivalent thereof;
3. criminal proceeding commenced by the return of an indictment, information or similar pleading, including a foreign equivalent thereof;
4. administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document, including a foreign equivalent thereof;
5. civil, criminal, administrative, or regulatory investigation of an **Insured Person** commenced by the service upon, or other receipt by, such **Insured Person** of a written notice from an investigating authority specifically identifying such **Insured Person** as a target against whom a formal proceeding described in 2, 3, or 4 above may be commenced;
6. written request to an **Insured** to toll or waive the statute of limitations regarding a potential **Claim** as described above commenced by the **Insured’s** receipt of such request;
7. solely for purposes of Insuring Agreement D, any **Derivative Demand**; or
8. solely for purposes of Insuring Agreement E, any **Network Security Breach** or **Privacy Violation**.

B. “Computer System” means any computer hardware, software or firmware, including components thereof and data stored thereon, that is owned or leased by, and under the direct operational control of, an **Insured Organization**. **Computer System** shall exclude any disconnected devices including, without limitation, laptops, mobile devices or memory storage data devices.

C. “Crisis Management Costs” means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. public relations firm services to mitigate reputational damage resulting from any **Network Security Breach** or **Privacy Violation**; and
2. legal services (by an attorney selected from the **Insurer’s** panel of lawyers) regarding any **Network Security Breach** or **Privacy Violation** to:
 - a. provide counsel on the obligations of any applicable **Privacy Law**; and
 - b. draft notices required by any applicable **Privacy Law**.

Crisis Management Costs shall exclude any: (i) compensation, internal expenses or overhead of any **Insured**; or (ii) payments made as compensation for any injury or damages resulting from any **Network Security Breach** or **Privacy Violation**.

- D.** “**Derivative Demand**” means a written demand by any member of an **Insured Organization**, in such member’s capacity as such, upon the board of directors or managers of such **Insured Organization** to bring a civil proceeding on behalf of an **Insured Organization** against an **Insured Person** for a **Wrongful Act** of such **Insured Person** if such demand is made without the assistance, participation or solicitation of any **Executive**. A **Derivative Demand** shall be deemed commenced by the receipt by the board of directors or managers of such demand.
- E.** “**Derivative Suit**” means any civil proceeding against an **Insured Person** for a **Wrongful Act** of such **Insured Person** made on behalf of, or in the name or the right of, an **Insured Organization** by any member of such **Insured Organization**, in such member’s capacity as such, if such proceeding is made without the assistance, participation or solicitation of any **Executive**.
- F.** “**Employee**” means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.
- G.** “**Excess Benefit Transaction Excise Tax**” means any tax imposed by Section 4958 of the Internal Revenue Code of 1986 on an organization manager for participation in an excess benefit transaction.
- H.** “**Executive**” means any natural person while a duly elected or appointed:
1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;
 3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.
- I.** “**Insured Person**” means any:
1. **Executive**; or
 2. **Employee**.
- J.** “**Insured**” means any:
1. **Insured Organization**; or
 2. **Insured Person**.
- K.** “**Investigation Costs**” means reasonable and necessary expenses incurred in the investigation and evaluation of a **Derivative Demand**, provided that **Investigation Costs** shall not include compensation, benefit expenses, or overhead of any **Insureds**.

- L. “**Loss**” means damages, settlements, judgments (including awards of legal fees and costs), pre/post-judgment interest and **Defense Costs**. Solely regarding Insuring Agreement D, “**Loss**” means **Investigation Costs**. Solely regarding Insuring Agreement E, “**Loss**” means **Crisis Management Costs**.

Loss shall specifically include, and exclude, the following amounts:

1. **Loss** shall specifically include any:
 - a. punitive, exemplary and multiple damages;
 - b. civil penalties assessed against **Insured Persons** pursuant to Section 2(g)2(B) of the Foreign Corrupt Practices Act of 1977; or
 - c. **Excess Benefit Transaction Excise Tax** provided that: (i) the **Insurer's** maximum aggregate liability for all such taxes shall be subject to the sublimit specified in Item 6 of the Declarations which amount shall be the maximum aggregate amount that the **Insurer** shall pay for all such taxes and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; and (ii) indemnification for such taxes is not expressly prohibited in the bylaws, certificate of incorporation or other documents of an **Insured Organization**.

Notwithstanding item 2.e below, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.

2. **Loss**, other than **Defense Costs**, shall exclude any:
 - a. fines or penalties imposed by law, other than pursuant to Section 2(g)2(B) of the Foreign Corrupt Practices Act of 1977;
 - b. taxes other than any **Excess Benefit Transaction Excise Tax**;
 - c. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
 - d. non-monetary relief; or
 - e. matters that are uninsurable under the law.

- M. “**Malicious Code**” means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.

- N. “**Network Security Breach**” means any:

1. unauthorized access to, or unauthorized use of, a **Computer System**; or
2. transmission of **Malicious Code** into or from a **Computer System**.

- O. “**Outside Capacity**” means service by an **Insured Person** as a director, officer, trustee, regent, governor or equivalent executive of an **Outside Organization** with the knowledge and consent, or at the request, of an **Insured Organization**.

- P. “Outside Organization”** means any:
1. not-for-profit corporation, community chest, fund or foundation that is not an **Insured Organization** and that is exempt from federal income tax as an organization described in Section 501(c)(3), 501(c)(4) or 501(c)(10) of the Internal Revenue Code of 1986;
 2. organization established for a religious or charitable purpose under any not-for-profit statute; or
 3. organization listed as an **Outside Organization** in a written endorsement issued by the **Insurer**.
- Q. “Personal Injury Wrongful Act”** means any actual or alleged:
1. false arrest, wrongful detention or imprisonment or malicious prosecution;
 2. libel, slander, defamation of character, or publication of material in violation of a person’s right of privacy; or
 3. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- R. “Privacy Law”** means those parts of the following laws regulating the use and protection of non-public personal information:
1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 2. Gramm-Leach Bliley Act of 1999 (GLBA);
 3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including, without limitation, Section 5(a) of the Federal Trade Commission Act of 1914;
 4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including, without limitation, the California Security Breach Notification Act of 2003; or
 5. domestic or foreign privacy laws requiring reasonable security for non-public personal information or the adoption of a privacy policy limiting the sale, disclosure or sharing of non-public personal information.
- S. “Privacy Violation”** means any:
1. theft or unauthorized copying of **Private Information** while in the care, custody or control of an **Insured**; or
 2. violation of a **Privacy Law** by an **Insured**.
- T. “Private Information”** means any:
1. individual’s name in combination with any of the following:
 - a. social security number;

- b. drivers license number or any other state identification number;
 - c. medical or healthcare data, including protected health information;
 - 2. non-public personal information as defined in any **Privacy Law**; or
 - 3. confidential or proprietary business information of a third-party that is protected under a written non-disclosure agreement between such third-party and an **Insured Organization**.
- U. “Publisher Wrongful Act”** means any actual or alleged:
- 1. infringement of copyright or trademark or unauthorized use of title; or
 - 2. plagiarism or misappropriation of ideas.
- V. “Securities Laws”** means the Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, any state “blue sky” securities law, or any other federal, state or local securities law or foreign equivalent laws or amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer or solicitation of an offer to sell or purchase, or the sale of or purchase of, securities.
- W. “Whistleblowing”** means:
- 1. providing information, causing information to be provided, or otherwise assisting in an investigation regarding any conduct that such **Executive** reasonably believes constitutes a violation of any federal, state or local law when the information or assistance is provided to, or the investigation is conducted by, any:
 - a. federal, state, or local law enforcement or regulatory agency; or
 - b. any member of the United States Congress, any committee of Congress or any state or local elected official; or
 - 2. testifying in a proceeding relating to an alleged violation of any federal, state or local law.
- X. “Wrongful Act”** means any actual or alleged:
- 1. act, error, omission, misstatement, misleading statement, neglect or, breach of duty, including a **Personal Injury Wrongful Act** or **Publisher Wrongful Act** by any **Insured Person** in their capacity as such or in an **Outside Capacity** or, with respect to Insuring Agreement C, by any **Insured Organization**; or
 - 2. matter claimed against an **Insured Person** by reason of such person serving in such capacity, including service in an **Outside Capacity**.

3. OUTSIDE DIRECTORSHIP LIABILITY COVERAGE

Subject to the provisions applicable to this **Liability Coverage Part**, coverage otherwise afforded under Insuring Agreements A and B shall apply to **Loss** resulting from any **Claim** against an **Insured Person** for a **Wrongful Act** in an **Outside Capacity**. Such coverage shall be specifically excess of any indemnity and insurance available from or provided by the **Outside Organization**. Payment by the **Insurer**, or any insurance company controlling, controlled by or under common

control with the **Insurer**, under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the Limit of Liability available under this Policy for such **Claim**.

4. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**:

1. in connection with any **Claim** arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other directors and officers liability, management liability or similar insurance policy;
2. in connection with any **Claim** arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. **Wrongful Act** specified in such prior demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;
3. for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;
4. in connection with any **Claim** arising from, based upon, or attributable to any:
 - a. any discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any (i) **Non-Indemnifiable Loss**, (ii) **Derivative Demand**, or (iii) **Derivative Suit**;

5. for any violation of **ERISA** or any similar law;
6. in connection with any **Claim** by or on behalf of any **Insured**, provided that this exclusion shall not apply to any **Claim**:
 - a. that is a **Derivative Demand** or **Derivative Suit**;
 - b. by an **Insured Person** for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**;
 - c. by any **Employee** who is not a past or present **Executive** if such **Claim** is made without the solicitation, assistance or active participation of any **Executive**, provided that there shall be no coverage for any **Claim** for a wrongful employment termination, employment discrimination, or other employment practices **Wrongful Act**;

- d. by a former **Executive** who has not served as an **Executive** for at least two (2) years prior to such **Claim** being made, provided that such **Claim** is made without the solicitation, assistance or active participation of any current **Executive** or any former **Executive** who has served as an **Executive** during the two (2) years prior to such **Claim** being made;
- e. brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver, creditors committee or similar official or committee for an **Insured Organization** or any assignee of such trustee, examiner, receiver, committee or similar official or committee if such **Claim** is made without the assistance, participation or solicitation of any **Executive**; or
- f. made in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** organized in such jurisdiction;

provided that solicitation, assistance or active participation shall not include **Whistleblowing**;

- 7. in connection with any **Claim** arising from, based upon, or attributable to any **Insured Person** serving as a director, officer, trustee, regent, governor or equivalent executive or as an employee of any entity other than an **Insured Organization** even if such service is at the direction or request of the **Insured Organization**, provided that this exclusion shall not apply to a **Claim** for a **Wrongful Act** by an **Insured Person** in an **Outside Capacity**;
- 8. in connection with any **Claim** by or on behalf of any **Outside Organization**, or any director, officer, trustee, regent, governor or equivalent executive of any **Outside Organization**, provided that this exclusion shall not apply to any **Claim**:
 - a. that is a derivative suit made on behalf of an **Outside Organization** by any persons who are not:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of the **Outside Organization**,

and who make such **Claim** without the solicitation, assistance or participation of any such persons; or
 - b. by any:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of an **Outside Organization**,

for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**.
- 9. in connection with any **Claim** arising from, based upon, or attributable to any violation of any **Securities Laws**;

10. in connection with any **Claim** arising from, based upon, or attributable to any wrongful employment termination, employment discrimination, or other employment practices **Wrongful Act**;
11. in connection with any **Claim** arising from, based upon, or attributable to any unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, improper payroll deductions, improper employee classification, failure to maintain accurate time records, failure to grant meal and rest periods, or social security benefits, provided that this exclusion shall not apply to any: (i) **Derivative Demand**; or (ii) **Derivative Suit**;
12. in connection with any **Claim** arising from, based upon, or attributable to any infringement of patent or misappropriation of intellectual property, ideas or trade secrets; provided that this exclusion shall not apply to a **Publisher Wrongful Act**;
13. in connection with any **Claim** arising from, based upon, or attributable to any **Network Security Breach** or **Privacy Violation**;
14. of an **Insured** arising from, based upon, or attributable to the gaining of any profit, remuneration or financial advantage to which such **Insured** was not legally entitled, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to **Defense Costs**; or
15. of an **Insured** arising from, based upon, or attributable to any deliberately fraudulent or deliberately criminal act or omission or any willful violation of law by such **Insured**, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to any **Defense Costs**.

Regarding exclusions A.14. and A.15. above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**; and (ii) only a **Wrongful Act** by a past, present or future **Senior Executive** of any **Insured Organization** shall be imputed to an **Insured Organization**.

- B. The **Insurer** shall not pay **Loss** in connection with any **Claim** against an **Insured Organization** arising from, based upon, or attributable to any liability of an **Insured Organization** under any contract or agreement, provided that this exclusion shall not apply to: (i) the extent that liability would have been incurred in the absence of such contract or agreement, or (ii) **Defense Costs**.

5. PRIORITY OF LOSS PAYMENTS

If **Loss** is incurred that is acknowledged by the **Insurer** to be covered under this **Liability Coverage Part** except that such **Loss** exceeds the remaining Limit of Liability for this **Liability Coverage Part**, the **Insurer** shall pay **Loss**:

- A. first, under Insuring Agreement A;
- B. second, under Insuring Agreement B; and
- C. third, under Insuring Agreement C.

6. **ADDITIONAL LIMIT OF LIABILITY**

- A. An Additional Limit of Liability of \$500,000 shall be available to pay **Non-Indemnifiable Loss** covered under Insuring Agreement A.
- B. The Additional Limit of Liability shall be in addition to, and not part of, the Limit of Liability otherwise applicable to this **Liability Coverage Part** as specified in Item 6 of the Declarations.
- C. The Additional Limit of Liability shall be excess of any valid and collectible insurance that is specifically excess of this Policy. Such excess insurance must be exhausted by the payment of loss covered thereunder before the **Insurer** shall be liable to pay the Additional Limit of Liability.
- D. The Additional Limit of Liability shall not apply to any **Loss** in connection with the first **Claim** made during the **Policy Period**. This first **Claim** made under this Policy shall be determined by the chronological time such **Claim** was first made regardless of when coverage is acknowledged by the **Insurer** for such **Claim**.
- E. **Non-Indemnifiable Loss** covered under Insuring Agreement A shall be allocated between, and paid by the **Insurer** under, the applicable Limit of Liability specified in Item 6 of the Declarations and any Additional Limit of Liability in whatever portions will maximize the total amount of covered **Loss** being paid under this Policy.

**EMPLOYMENT PRACTICES LIABILITY
COVERAGE PART**

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EMPLOYMENT PRACTICES LIABILITY

COVERAGE PART

1. INSURING AGREEMENTS

A. Employment Practices Liability

The **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** by or on behalf of an **Employee**, applicant for employment, governmental agency, or **Independent Contractor** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds**.

B. Third Party Liability

If Third Party Liability coverage is elected in Item 6 of the Declarations, the **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** by or on behalf of a **Third Party** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds**.

This Insuring Agreement shall be subject to the Third Party Coverage Sublimit of Liability, Deductible, and Pending and Prior Litigation Date specified in Item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. “**Benefits**” means all compensation other than salary, wages, bonuses, and **Stock Benefits**. **Benefits** include, without limitation, retirement benefits, perquisites, vacation and sick days, medical or insurance benefits, and deferred compensation.

B. “**Claim**” means any:

1. written demand for monetary or non – monetary relief commenced by the **Insured’s** receipt of such demand;
2. civil proceeding commenced by the service upon the **Insured** of a complaint or similar pleading;
3. formal administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document, including, without limitation, proceedings before the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Program;
4. formal administrative or regulatory investigation commenced by the service upon or other receipt by an **Insured** of a written notice from an investigating authority identifying the **Insured** as a target against whom an administrative or regulatory proceeding may be commenced; or

5. written request to an **Insured** to toll or waive a statute of limitations regarding a potential **Claim** as described above, commenced by the **Insured's** receipt of such request.

Notwithstanding the above, **Claim** shall not include any labor or grievance proceeding initiated pursuant to any collective bargaining agreement.

C. "Employee" means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

D. "Executive" means any natural person who was, is or shall be a duly elected or appointed:

1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
2. in-house general counsel of an **Insured Organization**; or
3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.

E. "Insured Person" means any:

1. **Executive**;
2. **Employee**; or
3. **Independent Contractor**, but only if an **Insured Organization** agrees in writing within 30 days of the making of a **Claim** to provide indemnification to such **Independent Contractor** for any **Loss** arising out of such **Claim**.

F. "Insureds" means any:

1. **Insured Organization**; or
2. **Insured Person**.

G. "Loss" means the amount that the **Insureds** are legally obligated to pay resulting from a **Claim**, including, without limitation, damages (including front pay and back pay), settlements, judgments, pre- and post-judgment interest, and **Defense Costs**.

Loss shall include: (i) punitive, exemplary and multiple damages; and (ii) liquidated damages awarded pursuant to the Age Discrimination in Employment Act or Equal Pay Act, where insurable by law. The insurability of such damages shall be governed by the laws of any applicable jurisdiction that permits coverage of such damages.

Loss shall exclude any:

1. taxes, fines or penalties imposed by law;
2. matters that are uninsurable under the law pursuant to which this Policy shall be construed;

3. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**;
 4. non-monetary relief;
 5. future compensation of a claimant who was, is or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of a **Claim**;
 6. **Stock Benefits**; or
 7. compensation earned by or due to the claimant in the course of employment but not paid by an **Insured Organization**, other than back pay or front pay.
- H. **“Retaliation”** means any actual or alleged negative treatment of any **Executive, Employee, or Independent Contractor** by any **Insured Persons** in their capacity as such or by any **Insured Organization** in response to any such person:
1. exercising any rights granted under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;
 2. refusing to violate any law;
 3. assisting, testifying in, or cooperating with, a proceeding or investigation regarding violations of law by any **Insured Organization**;
 4. disclosing or threatening to disclose any violations of law to a superior or any governmental agency; or
 5. filing any claim against any **Insured Organization** under the Federal False Claims Act or any similar law protecting “whistleblowers”.
- I. **“Stock Benefits”** means any offering, plan or agreement between any **Insured Organization** and any **Insured Person** granting stock, stock options or stock appreciation rights in any **Insured Organization** to such **Insured Person**, including, without limitation, restricted stock or any other stock grant. Notwithstanding the foregoing, **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.
- J. **“Third Party”** means any natural person who is a customer, vendor, service provider or other business invitee of any **Insured Organization**. **Third Party** shall not include **Employees**.
- K. **“Wrongful Act”** means:
1. regarding Insuring Agreement A, any actual or alleged:
 - a. wrongful dismissal, discharge or termination of employment, including constructive dismissal, discharge, or termination;
 - b. employment discrimination based on age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, disability, health status, military or veteran status, or any other protected status specified under federal, state or local law;

- c. sexual or other workplace harassment, including, without limitation, hostile work environment;
- d. employment-related misrepresentation;
- e. wrongful deprivation of a career opportunity, demotion, failure to employ or promote, discipline of employees or failure to grant tenure;
- f. breach of any oral, written, or implied employment contract or agreement including, without limitation, any obligation arising out of any employee manual, handbook, or policy statement;
- g. **Retaliation**;
- h. negligent evaluation of employees;
- i. employment-related libel, slander, defamation, or invasion of privacy, including the giving of negative or defamatory statements in connection with an employee reference;
- j. violation of the Family and Medical Leave Act; or
- k. infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate employment policies and procedures, or negligent hiring, retention, supervision or training of **Employees**, if such conduct relates to matters described in paragraphs a through j above;

but only if the **Wrongful Act** described in 1.a through 1.k above is committed or attempted: (i) against an **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor**; and (ii) by any **Insured Persons** in their capacity as such or by any **Insured Organization**; or

- 2. regarding Insuring Agreement B, any actual or alleged discrimination, sexual harassment, or violation of a **Third Party's** civil rights relating to such discrimination or sexual harassment, by any **Insured Persons** in their capacity as such or by any **Insured Organization**.

3. EXCLUSIONS

A. The **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:

- 1. arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other insurance policy;
- 2. arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding, or any audit by the Office of Federal Contract Compliance Programs, made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. any **Wrongful Act** alleged in any such demand, suit, proceeding, or audit or any **Interrelated Wrongful Acts** thereto;

3. for bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof; provided that this exclusion shall not apply to any **Claim** for emotional distress or mental anguish;
4. arising from, based upon, or attributable to any:
 - a. discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any **Claim** for **Retaliation**;

5. for any violation of: (i) any law governing workers' compensation, unemployment insurance, social security, disability or pension benefits laws; (ii) **ERISA** (except Section 510 thereof); (iii) the Fair Labor Standards Act (except the Equal Pay Act); (iv) the National Labor Relations Act; (v) the Worker Adjustment and Retraining Notification Act; (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) the Occupational Safety and Health Act; or (viii) any similar laws to those mentioned in (i) through (vii) above; provided that this exclusion shall not apply to any **Claim** for **Retaliation**;
6. arising from, based upon, or attributable to any liability of others assumed by any **Insured** under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement; or
7. arising from, based upon, or attributable to any breach of contract or agreement specifying the terms of an **Insured Organization's** engagement of an **Independent Contractor**.

B. Other than **Defense Costs, the **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:**

1. for costs of any accommodation required by the Americans with Disabilities Act or any similar law;
2. for employment termination severance payments, provided that this exclusion shall not apply to any payments negotiated with and consented to by the **Insurer** as part of a settlement;
3. for **Benefits** or their equivalent value, provided that this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment; or
4. arising from, based upon, or attributable to any breach of any written employment contract or agreement, provided that this exclusion shall not apply to any liability that would have been incurred in the absence of such written employment contract or agreement.

C. Regarding Insuring Agreement B, the **Insurer shall not pay **Loss** for any **Claim** against an **Insured** arising from, based upon, or attributable to any price discrimination or violation of any anti-trust or other law designed to protect competition or prevent unfair trade practices.**

4. OTHER INSURANCE

A. To the extent that any **Claim** is covered under this **Liability Coverage Part** and any other insurance, the coverage provided under this **Liability Coverage Part** shall be primary.

B. Notwithstanding the above:

1. regarding any **Claim** made against a leased or temporary **Employee** or an **Independent Contractor**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any applicable insurance insuring the employee leasing company, temporary employee agency, or **Independent Contractor**; and
2. regarding any **Claim** made by or on behalf of a **Third Party**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any other applicable insurance insuring the **Insureds** on a duty to defend basis,

regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance to this Policy's Policy Number.

**FIDUCIARY LIABILITY
COVERAGE PART**

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FIDUCIARY LIABILITY

COVERAGE PART

1. INSURING AGREEMENTS

A. Fiduciary Liability

The **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds** or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible.

B. Settlement Programs

The **Insurer** shall pay a **Voluntary Settlement** and **Defense Costs** on behalf of the **Insureds** resulting from a **Settlement Program Notice** first given to the **Insurer** during the **Policy Period** or Extended Reporting Period, if applicable, provided that such **Voluntary Settlement** and **Defense Costs** are incurred after such **Settlement Program Notice** is first given to the **Insurer**.

This Insuring Agreement shall be subject to a Sublimit of Liability of \$100,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. "Administration" means:

1. advising, counseling or giving notice to **Employees**, participants or beneficiaries regarding any **Plan**;
2. providing interpretations regarding any **Plan**; or
3. handling records or enrolling, terminating or canceling **Employees**, participants or beneficiaries regarding any **Plan**.

B. "Claim" means any:

1. written demand for monetary or non-monetary relief commenced by the **Insureds'** receipt of such demand;
2. civil proceeding commenced by the service upon the **Insureds** of a complaint or similar pleading;
3. criminal proceeding commenced by the return of an indictment, information or similar pleading;
4. formal administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document;

5. formal administrative or regulatory governmental investigation (including a fact-finding investigation by the Department of Labor, Pension Benefit Guaranty Corporation or similar authority) of an **Insured** commenced by the service upon or other receipt by such **Insured** of a written notice from an investigating authority identifying such **Insured** as a target against whom a formal proceeding may be commenced;
 6. written request to an **Insured** to toll or waive a statute of limitations regarding a potential **Claim** as described in 1 through 5 above, commenced by the **Insured's** receipt of such request; or
 7. regarding Insuring Agreement B, a **Settlement Program Notice**.
- C.** “**Employee**” means any natural person whose labor or service was, is or shall be engaged by and directed by any **Insured Organization** or **Plan**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.
- D.** “**Executive**” means any natural person who was, is or shall be a duly elected or appointed:
1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization**; or
 3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.
- E.** “**Insured Person**” means any:
1. **Executive**;
 2. **Employee**;
 3. natural person who was, is or shall be a duly elected or appointed trustee of any **Plan**; or
 4. a fiduciary of a **Plan** if such person is specifically included as an **Insured Person** in a written endorsement issued by the **Insurer**.
- F.** “**Insureds**” means any:
1. **Insured Organization**;
 2. **Plan**; or
 3. **Insured Persons**.
- G.** “**Loss**” means the amount that the **Insureds** are legally obligated to pay resulting from a **Claim**, including, without limitation, damages, settlements, judgments, pre- and post-judgment interest, and **Defense Costs**. Regarding Insuring Agreement B, “**Loss**” means **Voluntary Settlements** and **Defense Costs**.

Loss shall include punitive and exemplary damages where insurable by law. The insurability of such damages shall be governed by the laws of any applicable jurisdiction that permits coverage of such damages.

Loss shall exclude any:

1. taxes, fines or penalties imposed by law other than any;
 - a. five percent (5%) or less, or twenty percent (20%) or less, civil penalties imposed under Section 502(i) or (l), respectively, of **ERISA**;
 - b. civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority in the United Kingdom or any successor thereto; provided any coverage for such civil penalties applies only if the funds or assets of the subject **Plan** are not used to fund, pay or reimburse the premium for this Policy;
 - c. civil penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996, provided that the **Insurer's** maximum aggregate liability for all such civil money penalties under this Policy shall be subject to a sublimit of \$25,000 that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; or
 - d. solely with respect to Insuring Agreement B, **Voluntary Settlements**;
2. multiple portion of any multiplied damage award;
3. matters that are uninsurable under the law pursuant to which this Policy shall be construed;
4. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**; or
5. non-monetary relief.

H. “**Plan**” means:

1. any **Sponsored Plan**; or
 2. any government-mandated insurance program for workers compensation, unemployment, social security or disability benefits for **Employees**.
- I.** “**Settlement Program**” means any voluntary compliance resolution program or similar voluntary settlement program administered by the United States Internal Revenue Service, United States Department of Labor or any other domestic or foreign governmental authority. Such programs include, without limitation, the Employee Plans Compliance Resolution System, Audit Closing Agreement Program, Voluntary Compliance Resolution Program, Walk-in Closing Agreement Program, Administrative Policy Regarding Self-Correction, Tax Sheltered Annuity Voluntary Correction Program, Delinquent Filer Voluntary Compliance Program, and Voluntary Fiduciary Correction Program.

J. “**Settlement Program Notice**” means prior written notice to the **Insurer** by any **Insured** of the **Insured’s** intent to enter into a **Settlement Program**.

K. “**Sponsored Plan**” means any:

1. Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each is defined in **ERISA**, operated solely by any **Insured Organization**, or jointly by any **Insured Organization** and a labor organization, for the benefit of **Employees** only;
2. employee benefit plan or program not subject to **ERISA** sponsored solely by any **Insured Organization** for the benefit of **Employees** only, including any fringe benefit or excess benefit plan;
3. employee benefit plan or program otherwise described in paragraphs 1. or 2. above while such plan or program is being actively developed, formed or proposed by any **Insured Organization** prior to the formal creation of such plan or program; provided, however, no coverage is afforded for any **Claim** against an **Insured** in a settlor or similar uninsured capacity with respect to any plan or program; or
4. plan, fund, or program specifically included as a **Sponsored Plan** in a written endorsement issued by the **Insurer**.

Sponsored Plan shall not include any multi-employer plan or employee stock ownership plan, unless such plan is specifically included as a **Sponsored Plan** by a written endorsement issued by the **Insurer**.

L. “**Voluntary Settlement**” means any fees, fines, or penalties paid by an **Insured** to a governmental authority pursuant to a **Settlement Program** for the actual or alleged inadvertent non-compliance by a **Plan** with any statute, rule or regulation; provided that **Voluntary Settlement** shall not include (i) any costs to correct the non-compliance, or any other charges, expenses, taxes or damages; or (ii) any fees, fines, or penalties relating to a **Plan** which, as of the earlier of inception date of this Policy or the inception date of the first policy in an uninterrupted series of policies issued by the **Insurer** of which this **Policy** is a direct or indirect renewal or replacement, any **Insured Person** knew to be actually or allegedly non-compliant.

M. “**Wrongful Act**” means any actual or alleged:

1. breach of the responsibilities, obligations or duties imposed by **ERISA** upon fiduciaries of any **Sponsored Plan** in their capacity as such fiduciaries;
2. act, error or omission in **Administration** by any **Insured** in their capacity as such; or
3. matter claimed against any **Insured Persons** solely by reason of their service as a fiduciary of any **Sponsored Plan**.

3. EXCLUSIONS

A. The **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:

1. arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other insurance policy;
2. arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. **Wrongful Act** specified in such prior demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;
3. for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof;
4. arising from, based upon, or attributable to any:
 - a. discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any (i) **Claim** by or on behalf of a beneficiary or participant in any **Sponsored Plan** for diminution in value of any securities owned by the **Sponsored Plan** in any organization other than any **Insured Organization**; or (ii) **Non-Indemnifiable Loss**;

5. arising from, based upon, or attributable to any liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability:
 - a. would have been incurred in the absence of such contract or agreement; or
 - b. was assumed in accordance with or under an agreement or declaration of trust pursuant to which a **Plan** was established;
6. for the failure of any **Insureds** to comply with any workers' compensation, unemployment insurance, social security, or disability benefits law or any similar law except:
 - a. the Consolidated Omnibus Budget Reconciliation Act of 1985; or
 - b. the Health Insurance Portability and Accountability Act of 1996;
7. for discrimination in violation of any law other than **ERISA**;

8. arising from, based upon, or attributable to the gaining, in fact, of any personal profit, remuneration or advantage to which such **Insured** is not legally entitled; or
9. arising from, based upon, or attributable to any deliberately fraudulent or criminal act or omission or willful violation of law by such **Insured** if a judgment or other final adjudication in such **Claim** or another proceeding establishes that such act, omission or violation occurred.

Regarding exclusions 8 and 9 above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**; and (ii) only a **Wrongful Act** by a past, present or future chairman of the board, chief executive officer, president, chief operating officer, chief financial officer, general counsel or limited liability company manager of any **Insured Organization** or a past, present or future **Plan** trustee shall be imputed to any **Insured Organization** or **Plan**.

- B.** Other than **Defense Costs**, the **Insurer** shall not pay **Loss** for any **Claim** against an **Insured** for:
1. failure to fund, or collect contributions owed to, any **Plan**;
 2. return or reversion to an employer of any contribution or asset of any **Plan**; or
 3. benefits under any **Plan**, including benefits that would be due under any **Plan** if such **Plan** complied with all applicable laws, provided that this exclusion shall not apply to the extent that an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation.

4. TERMINATED PLAN COVERAGE

If, before or during the **Policy Period**, any **Plan** is terminated, coverage for such **Plan** and its **Insureds** shall continue until termination of this Policy. Such coverage continuation shall apply to covered **Claims** for **Wrongful Acts** occurring prior to or after the date the **Plan** was terminated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKPLACE VIOLENCE COVERAGE
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part and for the purposes of coverage in this Endorsement only, it is agreed that:

1. Aggregate Single Loss Limit of Liability:	\$250,000
2. Business Interruption Costs Single Loss Limit of Liability:	\$250,000
3. Aggregate Business Interruption Costs Limit of Liability:	\$250,000
4. Deductible:	\$0

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1. INSURING AGREEMENT

The **Insurer** shall reimburse **Workplace Violence Costs** and **Business Interruption Costs** resulting from any **Workplace Violence** first commenced during the **Policy Period**.

2. DEFINITIONS

Whether used in the singular or plural, the following terms shall have the meanings specified below:

A. "Business Activities" means the business conducted on the **Premises** by an **Insured Organization**.

B. "Business Interruption Costs" means the sum of the following:

1. loss of net income (net profit or loss before income taxes) during the **Restoration Period** resulting from **Workplace Violence**;
2. plus operating costs incurred during the **Restoration Period** that are necessary to allow an **Insured Organization** to resume **Business Activities** at the same level that existed prior to the **Workplace Violence**;
3. plus costs incurred solely to reduce the amounts of loss of net income and operating costs described in 1 and 2 above provided that such costs do not exceed the amounts of the actual reductions in loss of net income and operating costs; and
4. less recoveries for **Workplace Violence** from all sources other than the **Insurer**.

- C. **“Discovery”** means knowledge acquired by an **Executive** that would cause a reasonable person to believe (i) a covered **Loss** has occurred or (ii) that circumstances have arisen that may subsequently result in a covered **Loss**, including **Loss**:
1. sustained prior to the inception date specified in Item 2 of the Declarations for this Policy; or
 2. for which exact details are unknown.
- D. **“Employee”** means any natural person whose labor or service is engaged and directed by any **Insured Organization**, including any: (i) **Executive**; (ii) fulltime, part-time, seasonal, leased or temporary employee; or (iii) volunteer. **Employee** shall not include any **Independent Contractor**.
- E. **“Executive”** means any natural person who is a duly elected or appointed:
1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization**; or
 3. manager of an **Insured Organization** organized outside the United States of America if such manager holds a position equivalent to those specified in 1 or 2 above.
- F. **“Insured Person”** means any natural person who is:
1. an **Employee**; or
 2. visiting the **Premises** for a lawful purpose.
- G. **“Insured”** means any:
1. **Insured Organization**; or
 2. **Insured Person**.
- H. **“Loss”** means any **Workplace Violence Costs** and **Business Interruption Costs**.
- I. **“Premises”** means buildings, facilities or properties occupied by an **Insured Organization** in conducting its business activities.
- J. **“Restoration Period”** means a period of time commencing 72 hours after the cessation of **Business Activities** because of **Workplace Violence** and ending on the earliest of the following dates:
1. the full resumption of **Business Activities**;
 2. the date that **Business Activities** should have resumed had an **Insured Organization** being reasonably diligent in pursuing resumption of **Business Activities**;
 3. 30 days after any civil authority denies access to the **Premises**; or
 4. 90 days after the commencement of the **Restoration Period**.

- K. **“Workplace Violence”** means an intentional and unlawful act perpetrated against an **Insured Person** within the **Premises** involving use of a deadly weapon, or threat of such use.
- L. **“Workplace Violence Costs”** means the following reasonable costs incurred by an **Insured Organization** in response to any **Workplace Violence**:
 - 1. security guard services for up to 15 days;
 - 2. security consulting for up to 90 days;
 - 3. public-relations consulting for up to 90 days;
 - 4. a single group counseling for **Employees**; and
 - 5. forensics analysis.

3. EXCLUSION

The **Insurer** shall not be liable to pay **Loss** resulting from any:

- A. **Workplace Violence** initiated in connection with a demand for money, securities or other property;
- B. declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention or authority, expropriation or nationalization, or any act or condition incident or related to any of the foregoing; or
- C. attorneys fees, expenses, settlements, judgments, penalties or other amounts incurred in defending or prosecuting any legal proceeding or claim involving any **Workplace Violence**.

4. LIMIT OF LIABILITY

- A. The **Insurer’s** maximum liability for each single **Loss** shall not exceed the Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement, regardless of the number of **Insureds** incurring such **Loss**. The Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement shall be part of, and not in addition to, the Limit of Liability for this **Liability Coverage Part**.
- B. The **Insurer’s** maximum liability for **Business Interruption Costs** for each single **Loss** shall not exceed the Business Interruption Costs Single Loss Limit of Liability specified in item 2 of the Declarations of this Endorsement, regardless of the number of **Insureds** incurring such **Loss**. The **Insurer’s** maximum aggregate liability for all **Business Interruption Costs** under this Endorsement shall not exceed the Aggregate Business Interruption Costs Limit of Liability specified in item 3 of the Declarations of this Endorsement. Such Limits of Liability shall be part of, and not in addition to, the Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement.
- C. All **Loss** arising out of a single incident or related incidents of **Workplace Violence** shall be considered a single **Loss**.
- D. If there is more than one **Insured**, the maximum liability of the **Insurer** for any single **Loss** sustained by more than one **Insured** shall not exceed the amount for which the **Insurer** would have been liable if the single **Loss** had been sustained by one **Insured**.

- E. The amount that the **Insurer** shall pay for any single **Loss** shall not be cumulative from **Policy Period** to **Policy Period**.
- F. Unless specified in the Declarations of this Endorsement, there is no Deductible applicable to any **Loss** covered under this Endorsement.

5. PRIOR LOSS COVERAGE

In addition to **Loss** resulting from any **Workplace Violence** first commenced during the **Policy Period**, coverage shall extend to **Loss** resulting from any **Workplace Violence** first commenced prior to the inception of the **Policy Period** provided that:

- A. an **Insured Organization** had substantially identical coverage in effect at the time of the prior **Workplace Violence**, such coverage was continuously maintained until the inception of this coverage, and **Discovery** of such **Loss** occurred after the time allowed for reporting such **Loss** under the prior coverage;
- B. if prior coverage was provided by the **Insurer** or any affiliate of the **Insurer**, such prior coverage shall be terminated as of the inception of this coverage; and
- C. the **Insurer's** maximum liability for each single **Loss** under this Endorsement shall not exceed the lesser of the applicable limit or sublimit of liability under this Endorsement or the limit or sublimit of liability available under the prior coverage.

6. LOSS REPORTING RIGHTS AND DUTIES

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed or **Discovery** by all **Insureds**.
- B. Upon **Discovery** and as a condition precedent to coverage, the **Named Organization** shall provide to the **Insurer**:
 - 1. written notice of **Discovery** as soon as practicable, but no later than 60 days after the end of the **Policy Period**; and
 - 2. a sworn proof of **Loss** with full particulars.
- C. No **Insured** shall institute legal proceedings against the Insurer regarding any **Loss** more than 2 years after **Discovery**.

7. LOSS COOPERATION

The **Insureds** shall cooperate with the **Insurer** regarding the handling and processing of all covered matters under this Policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCH STRENGTH ENDORSEMENT
(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS OF LIABILITY (NO DEDUCTIBLE)

Except for the Repatriation Costs per **Employee** Limit of Liability specified below, each Limit of Liability specified below for each Coverage shall be the maximum aggregate amount that the **Insurer** shall pay under this endorsement for such Coverage (regardless of the number of insured events occurring during the **Policy Period** or the number of **Insureds** involved in such events). The Repatriation Costs per **Employee** Limit of Liability shall be part of, and not in addition to, the Repatriation Costs aggregate Limit of Liability. Each Limit of Liability specified below is in addition to, and not part of, the Limit of Liability otherwise applicable to this **Liability Coverage Part**:

COVERAGE	LIMITS OF LIABILITY
A. Business Travel Accident	\$50,000
B. Conference Cancellation	\$25,000
C. Destroyed Records	\$25,000
D. Death Benefit	\$50,000
E. Donation Failure	\$50,000
F. Emergency Real Estate Fees	\$50,000
G. Immigration	\$25,000
H. Fundraising Event Power Outage	\$25,000
I. Identity Theft	\$50,000
J. Executive Replacement	\$50,000
K. Kidnapping	\$50,000
L. Repatriation	\$10,000 per Employee \$50,000 aggregate
M. Temporary Meeting Space	\$25,000
N. Terrorism Travel	\$50,000
O. Trip Cancellation	\$ 2,500

No Deductible applies to any coverage included in this endorsement.

If an insured event is covered under this endorsement and any other part of this Policy or any other insurance policy issued by the **Insurer**, the **Insurer's** maximum aggregate liability for such insured event under this endorsement, such other part of this Policy, and such other policy combined shall be a single limit of liability equal to the highest applicable limit of liability of any of such coverages.

2. ADDITIONAL COVERAGES

Subject to the applicable Limit of Liability specified in item 1 above, the following additional coverages are offered under this Policy:

A. Business Travel Accident

The **Insurer** shall reimburse an **Insured Organization** for any Business Travel Accident Costs if an **Insured Person** suffers **Injury** during the **Policy Period** while traveling on a common carrier and carrying on an **Insured Organization's** business, provided that such Costs shall not be payable if the cause of such **Injury** was:

1. an intentional act by the **Insured Person**;
2. an act of suicide or attempted suicide;
3. an act of war; or
4. the result of a disease process.

B. Conference Cancellation

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary business-related conference expenses incurred and not otherwise reimbursed resulting from a business conference canceled during the **Policy Period** that an **Employee** was scheduled to attend at the request of the **Insured Organization** provided that:

1. such cancellation was caused by a **Natural Catastrophe** or a **Communicable Disease** outbreak;
2. the **Employee** must have registered for the conference at least twenty-one (21) days prior to the cancellation; and
3. the cancellation must be ordered by a governmental authority having jurisdiction over the location of the conference.

C. Destroyed Records

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary expenses required to reconstruct paper or electronic business records of the **Insured Organization** that are lost or destroyed resulting from a **Natural Catastrophe** or **Terrorism** occurring during the **Policy Period**.

D. Death Benefit

The **Insurer** shall pay an **Insured Organization** the Death Benefit specified in item 1 of this Endorsement for the death of an **Executive** resulting from **Terrorism** occurring during the **Policy Period**.

E. Donation Failure

The **Insurer** shall reimburse an **Insured Organization** for the amount of any donation not received resulting from any **Donation Failure** occurring during the **Policy Period** provided that:

1. the **Insured Organization** is an organization that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; and
2. non-cash donations shall be valued at the fair market value of such donation at the time of **Donation Failure**.

F. Emergency Real Estate Fees

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary realtor or real estate consulting fees resulting from the relocation of the **Insured Organization's Office** because of the "unforeseeable destruction" of such **Office** during the **Policy Period**.

G. Immigration

The **Insurer** shall reimburse an **Insured Organization** for any civil fines or penalties assessed against an **Insured** for any non-willful violation of the United States Immigration and Nationality Act ("INA") provided that such violation results from a notice of inspection, audit or investigation by a governmental agency commenced during the **Policy Period** and no coverage shall be granted to any **Insured**:

1. against whom a final judgment has been made that such **Insured** knowingly and willfully violated the INA or engaged in a pattern and practice of such violation as defined in INA; or
2. for any forfeiture of property or vehicles or any amount arising out of or related to any private right of action (RICO, injunctive or otherwise) under Title 8, USC, including any **Defense Costs**.

H. Fundraising Event Power Outage

The **Insurer** shall reimburse an **Insured Organization** for **Fundraising Costs** incurred resulting from the cancellation of a fundraising event originally scheduled to occur during the **Policy Period** provided that:

1. the cancellation is because of a power outage;
2. the fundraising event had been planned at least 21 days prior to the power outage; and
3. the fundraising event has not been rescheduled.

I. Identity Theft

The **Insurer** shall reimburse an **Executive** for **Identity Theft Costs** incurred resulting from any **Identity Theft** first discovered and reported during the **Policy Period** provided that such **Identity Theft** began to occur subsequent to the effective date of an **Insured Organization's** first policy with the **Insurer**.

J. Executive Replacement

The **Insurer** shall reimburse an **Insured Organization** for **Executive Replacement Costs** if an **Executive** suffers a violent or accidental injury during the **Policy Period** that results in the death of such **Executive** during the **Policy Period**.

K. Kidnapping

The **Insurer** shall reimburse any **Executive** for **Response Costs** incurred resulting from any **Kidnapping** during the **Policy Period** of such **Executive** or their spouse, **Domestic Partner**, parent or child provided that no coverage shall be granted for any kidnapping by or at the direction of any present or former family member of the victim.

L. Repatriation

The **Insurer** shall reimburse an **Insured Organization** for **Repatriation Costs** arising from **Repatriation** first commenced during the **Policy Period**, provided that no coverage is granted for travel to countries in a state of **Political Unrest** at the time of **Repatriation**.

M. Temporary Meeting Space

The **Insurer** shall reimburse an **Insured Organization** for the costs of renting meeting space that is necessitated by the temporary unavailability of the **Insured Organization's Office** due to

1. **Terrorism**;
2. **Natural Catastrophe**; or
3. the complete failure of a climate control system,

during the **Policy Period**, provided that coverage shall be limited to the costs of renting temporary meeting space required for meeting with natural persons or organizations who are not **Insureds** under this Policy for a period not to exceed 30 days.

N. Terrorism Travel Coverage

The **Insurer** shall reimburse any **Executive** if **Terrorism** occurs during the **Policy Period** which necessitates that such **Executive** incur both **Terrorism Travel Costs**.

O. Trip Cancellation Reimbursement

The **Insurer** shall reimburse any **Executive** for any **Nonrefundable Costs** resulting from the cancellation during the **Policy Period** of any regularly scheduled business travel on a common carrier that was scheduled to occur during the **Policy Period**.

3. DEFINITIONS

A. "Communicable Disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.

B. "Donation Failure" means any situation in which a written pledge of funds or other measurable, tangible property is made to an **Insured Organization** during the **Policy Period** that obligates the donor to make such contribution prior to the expiration of the **Policy Period** and such pledge is not honored because of:

1. the bankruptcy or reorganization of any donor after such pledge is made that prevents the donor from honoring such pledge; or
2. the unemployment or incapacitation of a natural person donor that prevents the donor from honoring such pledge.

Donation Failure excludes any situation in which: (i) a donor has filed for bankruptcy during the 7 years prior to making a donation pledge; (ii) the donor or any **Insured** had reason to believe at the time of donation that the donor would become unemployed or incapacitated; or (iii) the donor was unemployed during the 60 days prior to the time of donation.

- C. “Executive Replacement Costs”** means the following reasonable and necessary expenses for:
1. costs of advertising the employment position opening;
 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; or
 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- D. “Fundraising Costs”** means deposits forfeited and other charges paid for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable.
- E. “Identity Theft”** means the unapproved use or transfer in violation of any law of a means of identifying any **Executive** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- F. “Identity Theft Costs”** mean any reasonable and necessary:
1. notarization costs for documents required by financial institutions or similar credit grantors or credit agencies;
 2. certified mail costs to law enforcement agencies, credit agencies, or similar credit grantors; or
 3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- G. “Injury”** means any:
1. physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
 2. accidental loss of limbs or multiple fingers; or
 3. total loss of sight, speech or hearing.
- H. “Insured Organization's Office”** means the office specified in item 1 of the Declarations.
- I. “Kidnapping”** means any wrongful abduction, and holding under duress or by fraudulent means, of an **Executive**, in which a demand for payment of ransom is made to the family of such **Executive** or to the **Insured Organization**, as a condition for the release of such **Executive**.
- J. “Natural Catastrophe”** means any hurricane, tsunami, tornado, earthquake or flood.
- K. “Nonrefundable Costs”** means the following reasonable and necessary travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time

documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. meals and lodging;
2. alternative transportation;
3. clothing and necessary toiletries; and
4. emergency prescription and non-prescription drug expenses.

L. “Political Unrest” means:

1. a short or long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for an **Insured Person** or poses imminent risks to the security of an **Insured Person**; or
2. a condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist an **Insured Person**, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff for which either an alert or travel warning has been issued by the United States Department of State.

M. “Repatriation” means the departure of any Insured Person from the country in which such Insured Person resides because of any:

1. nonmedical recommendation issued by a government official of the country in which the **Insured Person** resides or a country of which the **Insured Person** is a citizen or legal resident that any category of persons that includes the **Insured Person** should leave the country in which they reside;
2. expulsion of an **Insured Person** by the recognized government of a country in which an **Insured Person** resides, or the issuance of an expulsion order or declaration of persona non grata regarding an **Insured Person** by the recognized government of a country in which an **Insured Person** resides; or
3. wholesale confiscation or expropriation of the property, plant and equipment of an **Insured Organization** within a country in which an **Insured Person** resides,

provided that such recommendation, expulsion, or confiscation or expropriation first commences during the **Policy Period**.

N. “Repatriation Costs” means the following reasonable and necessary expenses incurred by an Insured Organization because of Repatriation:

1. travel expenses to the nearest place of safety or to a country in which an **Insured Person** is a citizen or legal resident;
2. lodging expenses up to a maximum of 7 days; and
3. **Compensation** for an **Employee** who is the subject of a **Repatriation**; provided that such coverage shall apply to the **Compensation** in effect at the time of the **Repatriation** and shall end upon the earlier of: (i) 120 days from the beginning of the **Repatriation**; or (ii) the return of the **Employee** to a country in which an **Insured Person** is a citizen or legal resident.

O. “**Response Costs**” means the following reasonable and necessary expenses regarding any **Kidnapping**:

1. security consulting by the security consultant selected by the **Insurer**;
2. independent public relations consulting;
3. travel and lodging expenses of an **Insured Person**;
4. independent legal counsel;
5. independent security guard services up to a maximum of 15 days;
6. independent negotiation services;
7. foreign language interpretation services;
8. advertising, communications, and recording equipment;
9. independent forensic analysis;
10. interest on a loan from a financial institution taken by you to finance a ransom payment as a result of a **Kidnapping**;
11. reward money paid to natural person who provides information leading to the arrest and conviction of perpetrators of any **Kidnapping**;
12. compensation paid to any:
 - a. kidnapped **Employee** following the **Kidnapping**; and
 - b. replacement **Employee** following the **Kidnapping** of another **Employee**

provided that coverage for such **Compensation** to each Employee shall be no greater than the rate in effect for the kidnapped **Executive** at the time of such **Kidnapping** and will end on the earliest of the following occurrences: (i) recovery of the deceased body of the kidnapped **Executive**; (ii) 45 days after the release of the kidnapped **Executive**; (iii) 120 days after the last communication from the kidnapped **Executive** or the perpetrators of the **Kidnapping**; or (iv) 5 years after the date of the **Kidnapping**;

13. medical, cosmetic, psychiatric and dental expenses incurred following such **Executive’s** release; and
14. travel expenses to return an **Executive** to the place where such **Executive** resided at the time of a **Kidnapping**.

P. “**Terrorism**” means any act certified pursuant to the Terrorism Risk Insurance Act.

Q. “**Terrorism Travel Costs**” means reasonable and necessary:

1. hotel expenses incurred within forty-eight (48) hours of **Terrorism** directly resulting from the cancellation of a scheduled transport by a commercial transportation carrier; and

2. Expenses incurred in rescheduling comparable transport following the cancellation described in 1 above. .

4. LOSS REPORTING

It shall be a condition precedent to coverage that any insured event be reported as soon as practicable after a **Claim Manager** first becomes aware of the occurrence of such event but no later than one year after the end of the **Policy Period**.

5. APPLICABILITY OF POLICY PROVISIONS

Regarding this endorsement: (i) General Provisions Sections 4. Spousal, Domestic Partner, Estate and Legal Representative Coverage, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Sections 3. Outside Directorship Liability Coverage and 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 2

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITIONS OF EXECUTIVE (IS, WAS, OR SHALL BE)
AND INSURED PERSON (INSURED CAPACITY DURATION)**

(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. Section 2. Definitions, H. "Executive" is deleted and replaced by:

"Executive" means any natural person who is, was, or shall be a duly elected or appointed:

1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of an **Insured Organization**;
2. in-house general counsel of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;
3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.

2. Section 2. Definitions, I. "Insured Person" is deleted and replaced by:

"Insured Person" means any:

1. **Executive**; or
2. **Employee**

A person acts in an insured capacity only during the time that such person occupies the positions described in 1 and 2 above. After termination of employment or service with an **Insured Organization**, an **Insured Person** remains an **Insured Person** for: (i) any **Wrongful Act** occurring prior to termination of employment or service; and (ii) purposes of Section 4. Exclusions, A. 6.d.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MUSEUM ENDORSEMENT

(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. Declarations Item 6. Coverage Elections, E. Crisis Management Costs for a Network Security Breach or Privacy Violation is deleted and replaced by:

Insuring Agreement: Crisis Management Costs
Aggregate Sublimit of Liability: \$250,000
Network Security Breach & Privacy Violation Sublimit of Liability: \$100,000
Deductible Each Claim: None
Pending and Prior Litigation Date: 07/24/2002

2. Section 1. Insuring Agreements, E. is deleted and replaced by:

E. Crisis Management Costs Coverage

The **Insurer** shall pay **Crisis Management Costs** on behalf of an **Insured Organization** resulting from a **Fundraising Fraud, Management Crisis, Network Security Breach, Privacy Violation, Public Relations Event, or Regulatory Crisis** occurring during the **Policy Period** and reported as soon as practicable but no later than 60 days after the **Policy Period**.

This Insuring Agreement shall be subject to the Aggregate Sublimit of Liability specified in item 6.E of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No deductible shall apply to this Insuring Agreement.

Crisis Management Costs resulting from all **Network Security Breaches** and **Privacy Violations** combined shall also be subject to the Network Security Breach & Privacy Violation Sublimit of Liability specified in item 6.E of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement for all such **Crisis Management Costs**. Such Sublimit of Liability shall be part of, and not in addition to, the Aggregate Sublimit of Liability specified in item 6.E of the Declarations.

Regarding this Insuring Agreement: (i) General Provisions Sections 4. Coverage Extensions, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Section 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

“**Fundraising Fraud**” means a third party unlawfully using the identity of the **Insured Organization** to solicit donations in the name of the **Insured Organization**.

“**Management Crisis**” means the death, incapacity, or criminal indictment of any **Insured Person** on whom an **Insured Organization** maintains key person life insurance.

“**Public Relations Event**” means any actual or alleged sexual:

1. abuse;
2. assault;
3. molestation; or
4. harassment,

by an **Insured Person** against a natural person who is not an **Insured Person**.

“Regulatory Crisis” means the public announcement of the commencement, or threat of commencement, of any litigation or any governmental or regulatory proceedings against an **Insured Organization**.

3. Section 2. Definitions, C. “Crisis Management Costs” is deleted and replaced by:

C. **“Crisis Management Costs”** means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. public relations firm services to mitigate reputational damage resulting from any **Fundraising Fraud, Management Crisis, Network Security Breach, Privacy Violation, Public Relations Event, or Regulatory Crisis**;
2. legal services (by an attorney selected from the **Insurer’s** panel of lawyers) regarding any **Network Security Breach** or **Privacy Violation** solely to:
 - a. provide counsel on the obligations of any applicable **Privacy Law**; and
 - b. draft notices required by any applicable **Privacy Law**;
3. the notarizing of affidavits and similar documents and the certified mailing of said documents to law enforcement agencies, credit agencies and to financial institutions resulting from a **Privacy Violation** or **Regulatory Crisis**;
4. credit monitoring services required by any applicable **Privacy Law** regarding a **Privacy Violation**; and
5. providing any legally required notices to any victims of any **Privacy Violation**.

Crisis Management Costs shall exclude: (i) any compensation, internal expenses or overhead of any **Insured**; and (ii) **Loss** not otherwise specifically described in 1, 2, 3, 4 or 5 above.

4. Section 2. Definitions, A. “Claim”, 5 is deleted and replaced by:

5. civil, criminal, administrative, or regulatory investigation of any **Insured** once such **Insured** is identified by name in a Wells Notice, subpoena or target letter by such investigating authority as a target against whom a formal proceeding described in 2, 3 or 4 above may be commenced;

5. Section 2. Definitions, L. “Loss” is amended to add:

Notwithstanding the above, **Loss** shall include any civil penalties assessed under:

- A. IRS Code Section 6652(c)(1) for a failure to file tax returns provided that: (i) any such penalty is the direct result of a self-reported violation; and (ii) the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;
 - B. Public Law 108-187 (the CAN-Spam Act of 2003) provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;
 - C. 1976 Lobby Law or the Lobbying Disclosure Act of 1995 provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; or
 - D. the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") other than a violation involving an employee benefit plan of any **Insured Organization**, provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$100,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.
6. Section 2. Definitions, O. "Outside Capacity" is deleted and replaced by:
- O. **"Outside Capacity"** means service by an **Insured Person** in any unpaid capacity of an **Outside Organization** with the knowledge and consent, or at the request, of an **Insured Organization**.
7. Section 2. Definitions, P. "Outside Organization" is amended to add:
- "Outside Organization"** also means any organization for which an **Insured Person** or **Insured Organization** was, is or shall be acting as a fiscal agent or sponsor.
8. Section 2. Definitions, U. "Publisher Wrongful Act" is amended to add:
- Without limitation, the conduct described in 1 and 2 above shall include matters carried out by any means in any location, including, without limitation, the Internet (i.e. e-mail, instant messaging, social networking services, blogs, etc.), regardless of whether access to the Internet is effected (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization, Insured Person, or others**.
9. Section 2. Definitions, X. "Wrongful Act" is amended to add:
- Wrongful Act** includes any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty while acting as a fiscal sponsor by any **Insured Person** in their capacity as such or, with respect to Insuring Agreement C, by any **Insured Organization**.
10. Section 4. Exclusions, A.3 is deleted and replaced by:
- 3. for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person

11. The **Insurer** shall not pay **Loss** in connection with any **Claim** arising from, based upon, or attributable to any:
- A. damage to or destruction of any tangible property, including loss of use thereof;
 - B. negligence in hiring, employment, investigation, supervision, retention, reporting or failure to report, that results, directly or indirectly, in destruction of any tangible property, including loss of use thereof; or
 - C. conversion, challenge to ownership or title, provenance, or spoliation,

provided that this exclusion shall not apply to **Defense Costs** resulting from a **Claim** for conversion, challenge to ownership or title, provenance, or spoliation up to a Sublimit of Liability of \$100,000. Such Sublimit of Liability being the maximum aggregate amount that the **Insurer** shall pay for all such **Defense Costs** and part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

12. Section 6. Additional Limit of Liability, A. is deleted and replaced by:
- A. An Additional Limit of Liability of \$1,000,000 shall be available to pay **Non-Indemnifiable Loss** covered under Insuring Agreement A.

13. If:
- A. the premium for this Policy has been paid;
 - B. this Policy is canceled or not renewed;
 - C. no acquisition, merger, or consolidation as described in Section 14. Corporate Transactions, A. Takeover of Named Organization, 1 and 2 has occurred;
 - D. no **Insolvency** has occurred; and
 - E. this Policy is not replaced with similar management liability insurance,

then any **Retired Director** shall automatically be granted an Extended Reporting Period for the Nonprofit Organization Liability Coverage Part with an Additional Period of unlimited duration for no Additional Premium. Except as otherwise provided in this Endorsement, such Extended Reporting Period shall follow the terms of General Provisions Section 5. Extended Reporting Period. If any **Insured Organization** acquires management liability insurance at a future time that would provide coverage for a **Retired Director**, then no coverage shall be available under this provision.

“**Retired Director**” means any **Insured Person** member of the Board of Directors, or other governing board, of an **Insured Organization** who resigned such position prior to the end of the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 4

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTSIDE ORGANIZATION EXCLUSION –
WITH WHOM INSURED PERSONS SERVE IN AN OUTSIDE CAPACITY
(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that Section 4. Exclusions, A. 8 is deleted and replaced by:

8. by or on behalf of any **Outside Organization** in which an **Insured Person** has served or is serving in an **Outside Capacity**, or any past or present director, officer, trustee, regent, governor or equivalent executive of any such **Outside Organization**, provided that this exclusion shall not apply to any **Claim**:
- a. that is a derivative suit made on behalf of an Outside Organization by any persons who are not:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of the **Outside Organization**,and who make such **Claim** without the solicitation, assistance or participation of any such persons; or
 - b. by any:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of an **Outside Organization**,

for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 5

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED ORGANIZATION VERSUS INSURED EXCLUSION
(NONPROFIT)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that Section 4. Exclusion, A.6 is deleted and replaced by:

6. in connection with any **Claim** by or on behalf of any **Insured Organization**, provided that this exclusion shall not apply to any **Claim**:
 - a. that is a **Derivative Demand** or **Derivative Suit**; or
 - b. brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver, creditors committee or similar official or committee for an **Insured Organization** or any assignee of such trustee, examiner, receiver, committee or similar official or committee if such **Claim** is made without the assistance, participation or solicitation of any **Executive**;

provided that solicitation, assistance or participation shall not include **Whistleblowing**;

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 6

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IMMIGRATION INVESTIGATION – DEFENSE COSTS SUBLIMIT
(EPL COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. Section 1. Insuring Agreements is amended to add:

C. Immigration Coverage Liability

The **Insurer** shall pay **Defense Costs** on behalf of the **Insureds** resulting from an **Immigration Claim** for an **Immigration Wrongful Act** first made against the **Insureds** during the **Policy Period** or Extended Reported Period, if applicable.

2. Section 2. Definitions is amended to add:

“Immigration Claim” means any investigation of any **Insureds** commenced by the service upon the **Insured** of a notice of inspection, audit or investigation by any governmental agency for any actual or alleged hiring, harboring, employment, or attempted employment of illegal aliens or potential illegal aliens.

“Immigration Wrongful Act” means any actual or alleged violation of the Immigration Reform and Control Act of 1986 or any other similar federal or state regulations.

3. General Provisions Section 11. Allocation shall not apply to any **Immigration Claim**.

4. The **Insurer** shall provide **Defense Costs** for an **Immigration Claim** provided that such coverage shall be subject to the following:

A. The **Insurer’s** maximum aggregate limit of liability for all **Defense Costs** shall be subject to a Sublimit of \$100,000 in excess of a Deductible of \$15,000. Such Sublimit of Liability shall be part of, and not in addition to, the limit of liability applicable to this **Liability Coverage Part**.

B. It shall be the duty of the **Insureds** to defend any **Immigration Claim**.

C. The **Insurer** shall not have any duty to defend any **Immigration Claim**, provided that the **Insurer** shall have the right to:

1. associate with the **Insureds** in the defense of any **Immigration Claim**; and
2. make any investigation it deems appropriate regarding any **Immigration Claim**.

D. At the written request of the **Insureds**, the **Insurer** shall advance **Defense Costs** excess of the applicable Deductible prior to the final disposition of any **Immigration Claim**, provided that the **Insureds** shall repay such **Defense Costs** if it is subsequently determined that such **Defense Costs** are not covered under this Policy.

E. The **Insureds** shall not admit nor incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any **Defense Costs** to which it has not consented.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 7

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NFP WAGE AND HOUR EXCLUSION –
DEFENSE COSTS SUBLIMIT
(EPL COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. Section 3. Exclusion, A.5 is amended to delete “(ii) the Fair Labor Standards Act (except the Equal Pay Act)”.
2. The **Insurer** shall not pay **Loss** for any **Wage & Hour Claim** against an **Insured**, provided that this exclusion shall not apply to any **Claim** whose sole allegation is **Retaliation**.
3. “**Wage & Hour Claim**” means any **Claim** arising from, based upon, or attributable to any: (i) federal, state, local or common law regulating the payment of compensation to any person; (ii) violation of the Fair Labor Standards Act (except the Equal Pay Act) or any similar law; (iii) overtime compensation; (iv) on-call time compensation, including, without limitation, compensation for waiting time and dressing time; (v) minimum wage or prevailing wage compensation; (vi) classification of any person for the purpose of determining eligibility for compensation; (vii) meal or rest periods; (viii) reimbursement of expenses, or (ix) maintenance of accurate records.
4. Notwithstanding item 2 above, the **Insurer** shall provide **Defense Costs** for any **Wage & Hour Claim** provided that the **Insurer’s** maximum liability for all **Defense Costs** resulting from all such **Wage & Hour Claims** combined shall be a Sublimit of Liability of \$500,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this coverage. Such Sublimit of Liability shall be part of, and not in addition to, the limit of liability applicable to this **Liability Coverage Part**

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 8

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF THIRD PARTY

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

Section 2. Definitions, J is deleted and replaced by:

“Third Party” means any natural person who is not an **Employee**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 9

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NONPROFIT ARCH CANOPY PREMIERSM.
(EPL)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. CLAIM DEFINITION

Section 2. Definitions, B. "Claim" is deleted and replaced by:

"**Claim**" means any:

1. written demand for monetary damages or non-monetary relief commenced by the receipt by any **Insured** of such demand;
2. civil proceeding, including, without limitation, a lawsuit, arbitration or alternative dispute resolution proceeding, commenced by the receipt by, or service upon, any **Insured** of a complaint, demand for arbitration, request for mediation, or similar document;
3. administrative or regulatory proceeding, including, without limitation, any proceeding before the Equal Employment Opportunity Commission, any state or local fair employment practices agency, or the Office of Federal Contract Compliance Programs, commenced by the receipt by, or service upon, any **Insured** of an **EEOC Charge**, notice of charges, order to show cause or similar document;
4. administrative or regulatory investigation of any **Insured** commenced by the receipt by, or service upon, any **Insured** of a formal investigative order; or
5. written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described above commenced by the receipt by any **Insured** of such request.

Notwithstanding the above, **Claim** excludes any: (i) labor or grievance proceeding initiated pursuant to a collective-bargaining agreement; or (ii) audit by the Office of Federal Contract Compliance Programs.

2. LOANED EMPLOYEE COVERAGE

Section 2. Definitions, C. "**Employee**" is deleted and replaced by:

"**Employee**" means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased, loaned or temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

3. PRIOR INSURANCE NOTICE – SIMILAR POLICIES

Section 3. Exclusions, A.1 is deleted and replaced by:

arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other employment practices liability, management liability or similar insurance policy;

4. **PRIOR & PENDING LITIGATION**

Section 3. Exclusions, A. 2 is deleted and replaced by:

arising from, based upon, or attributable to any:

- a. written demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
- b. any **Wrongful Act** alleged in any such demand, suit, proceeding or any **Interrelated Wrongful Acts** thereto.

5. **POLLUTION EXCLUSION DELETION**

Section 3. Exclusions, A.4 is deleted.

6. **NEW SUBSIDIARY/MERGER COVERAGE**

Regarding the Employment Practices Liability Coverage Part only, General Provisions Section 14. Corporate Transactions, B, last paragraph is deleted and replaced by:

If the number of employees of a newly merged or acquired entity exceeds 35% of the number of employees of all **Insured Organizations** combined prior to such merger or acquisition, then as a condition precedent to coverage for such new **Insureds**, the **Named Organization** shall give the **Insurer** written notice of the transaction as soon as practicable and shall pay any reasonable additional premium, and shall agree to any additional terms and conditions, required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

7. **WRONGFUL ACT DEFINITION**

Section 2. Definitions K. “**Wrongful Act**” is deleted and replaced by:

“**Wrongful Act**” means:

- 1. Regarding Insuring Agreement A, any actual or alleged:
 - a. wrongful dismissal, discharge or termination of employment, including constructive dismissal, discharge, or termination;
 - b. employment discrimination based on age, gender, race, color, national origin, religion, creed, sexual orientation or preference, marital status, gender identity or expression, pregnancy, disability, health status, HIV status, military or veteran status, genetic makeup, political affiliation, or any other protected status specified under federal, state or local law;
 - c. sexual or other workplace harassment, including, without limitation, hostile work environment, bullying, or quid-pro-quo;
 - d. wrongful deprivation of a career opportunity, demotion, failure to employ or promote, discipline of employees, or failure to grant tenure;
 - e. breach of any oral, written, or implied employment contract or agreement including, without limitation, any obligation arising out of any employee manual, handbook, or policy statement;

- f. **Retaliation;**
- g. violation of the Family and Medical Leave Act; or
- h. provided that the following conduct relates to matters described in paragraphs a through g above:
 - 1. invasion of privacy;
 - 2. infliction of emotional distress or mental anguish;
 - 3. employment related defamation, including, without limitation, a negative or defamatory employment reference;
 - 4. employment related misrepresentation;
 - 5. failure to provide or enforce adequate or consistent corporate employment policies and procedures; or
 - 6. negligent hiring, retention, supervision, evaluation or training of **Employees,**

committed or attempted: (i) against any **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor**; and (ii) by any **Insured Person** in their capacity as such or any **Insured Organization**.

- 2. Regarding Insuring Agreement B, any actual or alleged discrimination, sexual harassment, or violation of a **Third Party's** civil rights relating to such discrimination or sexual harassment, by any **Insured Persons** in their capacity as such or by any **Insured Organization**.

Without limitation, the conduct described in 1 and 2 above shall include matters carried out by any means in any location, including the Internet (i.e. e-mail, instant messaging, social networking services, blogs, etc.), regardless of whether access to the Internet is effected: (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization, Insured Person,** or others.

8. RETALIATION DEFINITION

Section 2. Definitions, H. "**Retaliation**" is deleted and replaced by:

"**Retaliation**" means any negative treatment of an **Employee** or **Independent Contractor** in response to an **Employee** or **Independent Contractor**:

- 1. exercising his or her rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;
- 2. refusing to violate any law;
- 3. assisting, testifying in, or cooperating with, a proceeding or investigation regarding alleged violations of law;
- 4. disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

5. filing any claim under the False Claims Act, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or any similar law that protects a “whistleblower”.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 10

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LATE NOTICE OF EEOC CHARGE
(GENERAL PROVISIONS)
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that the **Insurer** shall not deny coverage for an **EEOC Charge** on the sole basis that the **Insureds** failed to provide notice for such **EEOC Charge** as required under General Provisions Section 9. Claim and Potential Claim Notices, A provided that:

1. no **Related Claim** to such **EEOC Charge** that is a: (i) civil lawsuit, arbitration or alternative dispute resolution proceeding; (ii) administrative or regulatory proceeding; (iii) administrative or regulatory investigation; or (iv) written demand or request as described in Section 2. Definitions, B.1 or 5, is commenced prior to the end of the **Policy Period**;
2. as a condition precedent to coverage, the **Insureds** shall give the **Insurer** written notice of such **EEOC Charge** and any **Related Claim** to such **EEOC Charge** as soon as practicable, but no later than the time specified under the policy in effect at the time such **Related Claim** is made;
3. at the time that the notice described in 2 above is given to the **Insurer**, coverage under this Policy, including, without limitation, the Employment Practices Liability Coverage Part, shall have been continuously renewed, and in effect, with the **Insurer**;
4. without limiting the **Insurer** consent requirement in General Provisions Section 8. Defense of Claims, C, **Loss** incurred prior to the notice described in 2 above shall neither be covered under this Policy nor recognized as eroding the Deductible applicable to such **EEOC Charge** and any **Related Claim**; and
5. such failure does not prejudice the **Insurer**.

“**EEOC Charge**” means any written charge filed by an **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor** with the Equal Employment Opportunity Commission or any state or local fair employment practices agency. **EEOC Charge** excludes any lawsuit, proceeding, or investigation initiated by the Equal Employment Opportunity Commission or any state or local fair employment practices agency.

“**Related Claim**” means each **Claim** for the same **Wrongful Act** or any **Interrelated Wrongful Acts**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 11

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND EXTENDED REPORTING PERIOD – 60 DAYS
(GENERAL PROVISIONS)**

Regarding the General Provisions, it is agreed that Section 5. Extended Reporting Period, B. is deleted and replaced by:

The rights contained in this section shall terminate unless a written notice of election together with the additional premium due to received by the **Insurer** within sixty (60) days after the effective date of nonrenewal or cancellation.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number: 12

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND POST POLICY REPORTING – 90 DAYS
(GENERAL PROVISIONS)**

It is agreed that Section 9. Claim and Potential Claim Notices, paragraph A. has been deleted and replaced by:

- A.** As a condition precedent to coverage under any **Liability Coverage Part**, the **Insureds** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but no later than 90 days after the end of the **Policy Period** or the Extended Reporting Period, if applicable. Such notice shall specify the **Liability Coverage Part** under which notice is being given.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 13

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEVADA AMENDATORY ENDORSEMENT
(NON-PROFIT)**

It is agreed that:

1. General Provisions Section 21. Cancellation, A is deleted and replaced by:

After this Policy has been in effect for at least 70 days or after the effective date of a renewal Policy, this Policy may be cancelled by or on behalf of the **Insurer** prior to the expiration of the agreed term or one year, whichever is less, only for one of the following reasons:

1. nonpayment of the premium;
2. conviction of an **Insured** of a crime arising out of acts increasing the hazard insured against;
3. discovery of fraud or a material misrepresentation in obtaining this Policy or in the presentation of a **Claim** thereunder;
4. discovery of an act or omission, or a violation of any condition of this Policy, which occurred after the first effective date of this Policy and substantially and materially increases the hazard insured against;
5. a material change in the nature or extent of the risk, occurring after the first effective date of this Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
6. a determination by the Commissioner of Insurance that continuation of the **Insurer's** present volume of premiums would jeopardize the **Insurer's** solvency or be hazardous to the interests of the **Insureds**, its creditors or the public; or
7. a determination by the Commissioner of Insurance that the continuation of this Policy would violate or place the **Insurer** in violation of any provision of the Insurance Code.

The **Insurer** shall deliver or mail by first class or certified mail written notice of cancellation to the **Named Organization** at the address shown in Item 1 of the Declarations. Notice of cancellation will be provided at least 10 days before the effective date of cancellation if the **Insurer** is cancelling the Policy for nonpayment of premium. Notice of cancellation will be provided at least 30 days before the effective date of cancellation if the **Insurer** is cancelling the Policy for any of the reasons listed in 2 through 7 above. Notice of cancellation will be provided at least 60 days before the effective date of cancellation, for any of the reasons listed in 2 through 7 above if the Policy term is longer than one year. The notice shall state the effective date of cancellation and provide a written explanation of the specific reason or reasons for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing.

2. The following is added to this Policy:

NONRENEWAL

Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall deliver or mail by first class or certified mail written notice of nonrenewal to the **Named Organization** at the address shown in Item 1 of the Declarations at least 60 days before the end of the **Policy Period**. The

notice shall state the effective date of nonrenewal and provide the specific reason or reasons for nonrenewal.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 14

Policy Number: NFP0126133-07

Named Insured: St. Mary's Art Center, inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 24, 2024



Commercial Insurance Proposal

St Mary's Art Center, Inc.
PO Box 396
Virginia City NV 89440

**Directors and Officers, Employment Liability, Fiduciary Liability and
Cyber Liability**
Effective Date: 7/24/2024

Presented by Christie Elliott
of

A and H Insurance, Inc.



**THIS DOCUMENT SUMMARIZES THE PROPOSAL FOR YOUR INSURANCE. THIS IS NOT A
CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT
WITHOUT REGARD TO ANY STATEMENT MADE IN THIS PROPOSAL.**

A and H Insurance History

In 1957, a fledgling insurance agency started by Russell Adams registered with the Nevada Division of Insurance. One of the earliest insurance agencies to set up shop in Nevada, the small business was assigned the license number “14”.



The agency quickly earned a reputation for its professionalism and expertise, and in 1979, Dick L. Rottman came on board as the new President, renewing the company’s commitment to these ideals. Possessing a wealth of regulatory and financial knowledge, Dick helped further distinguish the growing company as a premier agency. His legacy continues on as A and H is now in its 3rd generation of his family's involvement with the company.

A and H Today

Today, A and H has over 60 employees and is licensed to do business in over 20 states. We have six physical locations: Reno, Winnemucca, Yerington, Elko, Minden, and Apache Junction, AZ.



A Full-Service Independent Broker

In addition to commercial insurance, we also help our clients find the best personal insurance (home, auto, and personal property), as well as employee health & life benefits programs, and coverage for municipalities. We are an independent insurance broker, so we do the policy shopping for you through our dozens of partner carriers to find you the best coverage and rates to fit your budget.

Agency Service Team

Welcome to **A and H Insurance, Inc.** Our hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Any other office hours are made by appointment. The service team assigned to manage your account is:

Lindsey Wolf Account Manager (775) 284-7831 lwolf@aandhins.com

Christie Elliott Commercial Lines
Manager (775) 284-7850 celliott@aandhins.com

Any of these staff members will be pleased to assist you with your service needs.

A and H Insurance, Inc.

www.aandhinsurance.com

3301 S Virginia St

Reno, NV 89502

Phone: 775-829-2600

Fax: 775-829-2607

Named Insured Schedule

Entities:
St Mary's Art Center, Inc.

Inspection Contact:	Accounting Contact:
Arika Perry	Same

Fiduciary Liability

Coverage

Limits	Description
\$250,000	Each Claim – Fiduciary Liability
\$2,500	Deductible
7/24/2002	Retro Date

Professional Liability Claims Made Policy:

Awareness of loss and when a claim is considered to be first made; requires by the company immediate reporting and includes the following:

“Claim(s)” means a demand (which can include verbal) received by the Insured for money, including the service of suit or institution of arbitration proceedings against the Insured, alleging a negligent act, error, omission or Personal Injury of the Insured in the rendering or failure to render Professional Services. Claim does not include proceedings seeking injunctive or other non-pecuniary relief or administrative proceedings before any national, state, regional or local board of real estate agents or any committee or sub-committee thereof, except as provided in Section IIIB.

*Professional Liability subject to:

SURPLUS LINES DISCLAIMER: This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

These policies may be subject to a 25% minimum earned premium.

Employment Practices Liability

Employment practices liability insurance coverage includes but is not limited to:

- Wrongful termination
- Sexual harassment
- Discrimination based on race, color, religion, national origin, age or sex
- Discrimination due to pregnancy
- Discrimination of individuals with disabilities or life-threatening illnesses

Limits		Description
\$1,000,000		Limit per Wrongful Act
\$1,000,000		Third Party Liability
\$2,500		Deductible
7/24/2002		Retro Date

The above quotes cannot be bound without prior company approval. Final pricing is subject to favorable EPLI application with supporting documentation

Directors & Officers

Coverage

Limits	Description
\$1,000,000	Insured Person Liability Aggregate
\$1,000,000	Organization Reimbursement
\$1,000,000	Organization Liability
\$250,000	Derivative Demands
\$250,000	Crisis Management Costs for Network Security Breach or Privacy Violation
\$2,500	Deductible
7/24/2002	Retro Date

Premium Summary

Premiums

Line of Business	Carrier / AM Best Rating	Expiring Premium	Proposed Premium
D&O, EPL and Fiduciary Liability		\$1,208	\$1,245
Cyber		\$736	\$736
Total Estimated Premium:		\$1,944	\$1,981

QUOTE EXPIRES: 7/24/2024

Payment Options

The following payment options are offered:

Pay in Full \$1,981

If you would like to pay by Credit Card or Electronic Check, please go to <https://aandhins.appliedpay.com> to make your payment. Fees may apply.

- After careful review, we have decided to accept your quotation as presented. We authorize A and H Insurance, Inc. to bind and issue the policy. We have chosen the following payment option: _____
- After careful review, we have decided to accept this proposal with changes. (Please transmit changes with this request for Underwriter's review):
 -
 -
 -
- After careful review, **we are not accepting your quotation** for the following reason(s) (Price, Company, Services, etc.) _____
- Authorization for All Electronic Correspondence and Delivery of Insurance Policy Documents

Initials:

_____ Acceptance

_____ Rejection

Email address to send documents to: _____

Insured: St Mary's Art Center, Inc.
PO Box 396
Virginia City, NV 89440

Insured Signature: _____ **Dated:** _____



Binding Requirements

- Signed Acord Application
- Payment
- All Coverages Are Subject to Favorable Loss Control/Inspection

St Mary's Art Center, Inc.
PO Box 396
Virginia City, NV 89440

Exposure Analysis

	1	2	3		1	2	3
PROPERTY				LIABILITY			
BUILDINGS				GENERAL LIABILITY			
CONTENTS				ADDITIONAL INSURED			
PERSONAL PROPERTY OF OTHERS				WAIVER OF SUBROGATION			
BUSINESS INCOME				PRIMARY & NON-CONTRIBUTORY			
EXTRA EXPENSE				COMPLETED OPERATIONS			
BOILER & MACHINERY				CYBER LIABILITY			
BUILDING ORDINANCE OR LAW				DIRECTORS & OFFICERS LIABILITY			
EARTHQUAKE				EMPLOYEE BENEFITS LIABILITY			
FLOOD				EMPLOYMENT RELATED PRACTICES LIABILITY			
BUILDERS RISK				LIQUOR LIABILITY			
				ERRORS OR OMISSIONS LIABILITY			
				POLLUTION LIABILITY			
CRIME				PROFESSIONAL LIABILITY			
EMPLOYEE DISHONESTY				WAREHOUSE LEGAL LIABILITY			
ERISA BOND				UMBRELLA			
FORGERY OR ALTERATION							
MONEY & SECURITIES				AUTOMOBILE			
				AUTO LIABILITY			
OCEAN				MEDICAL PAYMENTS			
OCEAN MARINE				UNINSURED / UNDERINSURED MOTORIST			
CARGO				AUTO PHYSICAL DAMAGE			
				HIRED/NON-OWNED LIABILITY			
INLAND MARINE				HIRED CAR PHYSICAL DAMAGE			
CONTRACTORS EQUIPMENT				GARAGE / GARAGEKEEPERS LIABILITY			
INSTALLATION FLOATER							
MOBILE EQUIPMENT				WORKERS COMPENSATION			
EMPLOYEE TOOLS				OTHER STATES			
BAILEES COVERAGE				WAIVER OF SUBROGATION			
COMPUTER / EDP				VOLUNTEERS			
SIGNS							
MOTOR TRUCK CARGO				OTHER			
				PERSONAL LINES			
FOREIGN				BENEFITS			
INTERNATIONAL/FOREIGN EXPOSURES							
KIDNAP & RANSOM				COMMENTS			
BONDS							
LICENSE & PERMIT							
CONTRACT							

1 = Yes, we provide coverage

2 = Coverage provided elsewhere

3 = No exposure or insured declines coverage

(N-no exposure D-declined)

This list of insurance coverages is for information purposes only and is not meant to be a complete list for all your insurance needs.

 Producer Signature / Date

 Client Signature / Date

Policy Number: **AACYB50195-03**

St. Mary's Art Center, Inc.
P.O. Box 396
Virginia City NV 89440

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

St. Mary's Art Center, Inc.
P.O. Box 396
Virginia City NV 89440



ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Address:
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

**ARCH NETSAFE® 2.0 COVERAGE POLICY
DECLARATIONS**

Policy Number: AACYB50195-03

Renewal of: AACYB50195-02

THE NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE PART AND THE MEDIA LIABILITY COVERAGE PART OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR DURING THE OPTIONAL EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF DEFENSE COSTS REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1. Named Insured: Mailing Address	St. Mary's Art Center, Inc. P.O. Box 396 Virginia City, NV 89440		
Item 2. Producer Name:	Affinity Insurance Services, Inc.		
Item 3. Policy Period	Inception Date: 07/24/2024 Expiration Date: 07/24/2025		
	(12:01 A.M. Standard time at the address shown above)		
Item 4. Retroactive Date:			
Network Security and Privacy Liability			
Media Liability			
Data Incident Response Expense Coverage			
Item 5. Policy Period Aggregate Limit of Liability		250,000	
Item 6. Coverage Parts	Limit of Liability	Deductible	Pending and Prior Litigation Date
<input checked="" type="checkbox"/> A. Network Security and Privacy Liability	\$250,000	\$2,500	07/24/2021
<input type="checkbox"/> B. Media Liability	\$	\$	

<input checked="" type="checkbox"/> C. Data Incident Response Expense Coverage	\$250,000	\$2,500	07/24/2021
<input checked="" type="checkbox"/> D. Business Interruption Coverage Waiting Period: 24 hours	\$250,000	\$2,500	07/24/2021
<input checked="" type="checkbox"/> E. Cyber Extortion Coverage	\$250,000	\$2,500	07/24/2021

Item 7	Premium:	\$736
	Taxes, Surcharges and Fees	\$

Item 8	Optional Extended Reporting Period (Third Party Coverage Parts only):			
	One Year (12 Months)	50% of Annual Premium		
Item 9.	Notices to Insurer: <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <u>Claims or Potential Claims:</u> Arch Insurance Co. 1299 Farnam Street, Suite 500 Omaha, NE 68102 P.O. Box 542033 Omaha, NE 68154 Phone: 877 688-ARCH (2724) Fax: 866 266-3630 E-mail: Claims@ArchInsurance.com </td> <td style="vertical-align: top; width: 50%;"> <u>All Other Notices:</u> Arch Insurance Co. Professional Liability Underwriting One Liberty Plaza, 53rd Floor New York, NY 10006 Phone: (212) 651-6500 Fax: (212) 651-6499 </td> </tr> </table>		<u>Claims or Potential Claims:</u> Arch Insurance Co. 1299 Farnam Street, Suite 500 Omaha, NE 68102 P.O. Box 542033 Omaha, NE 68154 Phone: 877 688-ARCH (2724) Fax: 866 266-3630 E-mail: Claims@ArchInsurance.com	<u>All Other Notices:</u> Arch Insurance Co. Professional Liability Underwriting One Liberty Plaza, 53rd Floor New York, NY 10006 Phone: (212) 651-6500 Fax: (212) 651-6499
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Policy Number
AACYB50195-03

INSTALLMENT SCHEDULE

Arch Insurance Company

Named Insured: St. Mary's Art Center, Inc.

Effective Date: 07/24/2024
12:01 A.M., Standard Time

Agent Name: Affinity Insurance Service, Inc.

Agent No. AA001

**IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS
PAYABLE ON INSTALLMENTS AS FOLLOWS:**

	DUE	PREMIUM	SURCHARGE	REVISED INSTALLMENT TOTAL
Deposit	07/24/2024	\$736.00		\$736.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

SCHEDULE OF FORMS AND ENDORSEMENTS

Arch Insurance Company

Named Insured St. Mary's Art Center, Inc.

Effective Date: 07/24/2024
12:01 A.M., Standard

Time

Agent Name Affinity Insurance Services, Inc.

Agent No. AA001

COMMON POLICY FORMS AND ENDORSEMENTS

INSTALLFORM	01-02	INSTALLMENT SCHEDULE
FAICSKLBUSFE	06-01	SCHEDULE OF FORMS AND ENDORSEMENTS
00ML006500	06-07	U.S. TREASURY DEPARTMENTS OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

CYBER LIABILITY FORMS AND ENDORSEMENTS

05NPL021300	05-19	ARCH NETSAFE 2.0 COVERAGE PART DECLARATION
00NPL014400	07-16	GENERAL CONDITIONS
00NPL013200	04-16	NETWORK SECURITY & PRIVACY LIABILITY
00NPL013500	07-16	INCIDENT RESPONSE
00NPL013600	04-16	BUSINESS INTERRUPTION COVERAGE
00NPL013700	04-16	CYBER EXTORTION COVERAGE
00NPL015300	07-16	ARCH DATA SECURITY EVENT HOTLINE
00NPL015629	07-16	NEVADA AMENDATORY ENDORSEMENT

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Arch Netsafe® 2.0
GENERAL PROVISIONS

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Arch Netsafe® 2.0

GENERAL PROVISIONS

In consideration of the payment of the premium and in reliance upon the **Application**, the **Insurer** specified in the Declarations (the “**Insurer**”) and the **Insured** agree as follows:

1. APPLICABILITY OF GENERAL PROVISIONS

- A. Except as specifically provided herein, the General Provisions apply to all **Coverage Parts**.
- B. Except as specifically provided therein, the provisions of each **Coverage Part** apply to such **Coverage Part** only.
- C. If there is any conflict between the General Provisions and any **Coverage Part**, the provisions of the **Coverage Part** will control.

2. DEFINITIONS

The following terms will have the meanings specified below:

A. “**Application**” means:

- 1. the application for this Policy, including any information or materials submitted, in connection with or incorporated therein; and
- 2. any application, including any information or materials submitted, in connection with or incorporated therein, for any insurance policy in an uninterrupted series of policies issued by the **Insurer** any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement.

All such **Applications**, information and materials submitted will be deemed attached to and incorporated into this Policy.

B. “**Bodily Injury**” means physical injury to the body, sickness or disease sustained by a person including death resulting therefrom. “**Bodily Injury**” also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting in or from physical injury to the body, sickness, disease or death of any person.

C. “**Claim**” will have the meaning specified in each **Coverage Part**, if applicable.

D. “**Claim Manager**” means any natural person:

- 1. chief executive officer;
- 2. chief operating officer;
- 3. chief financial officer;
- 4. general counsel;
- 5. chief technology officer;
- 6. chief compliance officer;

7. chief information officer;
8. chief information security officer; or
9. risk manager;

of the **Named Insured**.

- E. “Computer System”** means any computer hardware, electronic mobile device, software or firmware, and components thereof including data stored thereon, that is owned or leased by an **Insured Entity**, and is under the direct operational control of an **Insured Entity** or any mobile device owned and under the direct operational control of an employee of an **Insured Entity** if such mobile device is used for the benefit of an **Insured Entity**.

“**Computer System**” also includes cloud computing and other hosted resources operated by a third party for the purpose of providing hosted computer resources to a **Named Insured** as provided in a written contract between the **Named Insured** and such third party.

- F. “Computer Technology Services”** means information technology services performed by any **Insured** for others for a fee, including but not limited to computer consulting, systems analysis, installation, programming, data processing, system integration, software development and design, disaster recovery, record retrieval, management and repair or maintenance of computer products, networks or systems and education and training services related to the above.

- G. “Coverage Part”** means each of the following Coverage Parts of this Policy: Network Security and Privacy Liability Coverage Part, Media Liability Coverage Part, Data Incident Response Expense Coverage Part, Business Interruption Coverage Part, and Cyber Extortion Coverage Part. When used in the plural, this term means all such Coverage Parts.

- H. “Cyberterrorism”** means the premeditated use of disruptive activities against any **Computer System** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Cyberterrorism** does not include any such activities which are part of or in support of any military action, war or warlike operation.

- I. “Defense Costs”** means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**. **Defense Costs** will include the premium for any appeal, attachment or similar bond, provided that the **Insurer** will have no obligation to furnish such bond. **Defense Costs** exclude any compensation, benefit expenses or overhead of, or paid to, any **Insured**.

- J. “Denial of Service Attack”** means a malicious attack intended by the perpetrator to overwhelm the capacity of the **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.

- K. “Discovery Coverage Part”** means any **Coverage Part** designated as such.

- L. “Domestic Partner”** means any natural person who enters into a civil union or qualifies as a domestic partner under any federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

- M. “First Party Coverage Part”** means a **Coverage Part** designated as such.

- N. “Insured(s)” means:**
1. the **Insured Entity**; or
 2. any natural person who is, was or becomes a principal, partner, executive officer, director, employee or any independent contractor under contract with and indemnified by the **Insured Entity**, but solely for work the independent contractor performs for or on behalf of the **Named Insured**;
- O. “Insured Entity” means:**
1. the **Named Insured**; or
 2. any **Subsidiary**.
- P. “Loss” will have the meaning specified in each Coverage Part.**
- Q. “Malicious Code” means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a computer system.**
- R. “Media Content” means any data, text, sounds, images or similar matter disseminated in any form, including but not limited to advertising and matters disseminated electronically on the Insured’s Computer System. Media Content will not include:**
1. an **Insured’s Technology Products**;
 2. the actual goods, products or services described, illustrated or displayed in **Media Content**; or
 3. data, text, sounds, images or similar matter incorporated into or otherwise a part of an **Insured’s Technology Products**.
- S. “Named Insured” means the organization specified in Item 1. of the Declarations.**
- T. “Network Security Breach” means any:**
1. unauthorized access to, or unauthorized use of, a **Computer System**;
 2. transmission of **Malicious Code** into or from a **Computer System**; or
 3. **Denial of Service Attack**.
- U. “Personal Information” means any:**
1. information for which an individual may be uniquely and reliably identified or contacted including without limitation the individual’s:
 - a. name;
 - b. address;
 - c. telephone number;
 - d. social security number;

- e. drivers license number or any other state identification number;
 - f. medical or healthcare data, including protected health information; or
 - g. credit, debit or other account numbers and associated security codes, access codes, passwords or PIN numbers associated with such credit, debit or other account numbers.
2. non-public personal information as defined in any **Privacy Law**.
- V. **“Personal Injury”** means any actual or alleged:
- 1. false arrest, detention, imprisonment or malicious prosecution;
 - 2. wrongful entry or eviction;
 - 3. invasion of the right of privacy; or
 - 4. libel, slander or other defamatory or disparaging material; or a publication or an utterance in violation of an individual’s right of privacy.
- W. **“Policy Period”** means the period specified in Item 3 of the Declarations, subject to any cancellation prior to the scheduled expiration date.
- X. **“Pollutants”** means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or any electric, magnetic or electromagnetic field of any frequency. **Pollutants** also includes, without limitation, materials to be recycled, reconditioned or reclaimed.
- Y. **“Privacy Law”** means those parts of the following statutes or regulations regulating the use and protection of non-public personal information (as defined in such statutes or regulation):
- 1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - 2. Gramm-Leach Bliley Act of 1999 (GLBA);
 - 3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including but not limited to Section 5(a) of the Federal Trade Commission Act, 15. U.S.C § 45 (a), as amended;
 - 4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including but not limited to the California Security Breach Notification Act of 2003 (CA SB1386); or
 - 5. other state, federal or foreign privacy laws for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or correct non-public personal information.
- Z. **“Privacy Violation”** means any:
- 1. failure to protect **Private Information** while in the care, custody or control of an **Insured**;

2. violation of a **Privacy Law** by an **Insured**; or
3. violation of an **Insured's** privacy policy with respect to provisions prohibiting any **Insured** from disclosing **Private Information**.

AA. "Private Information" means any of the following information that exists in any format and that is in the care, custody and control of any **Insured**, or in the care, custody and control of a third party on any **Insured's** behalf:

1. **Personal Information**; or
2. confidential or proprietary business information that is not available to the general public.

BB. "Property Damage" means:

1. physical injury to, loss or destruction of, tangible property, including loss of use thereof; or
2. loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.

CC. "Related Event" means all **Claims, Wrongful Acts, Network Security Breaches, Privacy Violations, Security Threats, Privacy Threats, Business Interruptions**, or series of **Claims, Wrongful Acts, Network Security Breaches, Privacy Violations, Security Threats, Privacy Threats, Business Interruptions**, or **Claims** that have a common nexus of facts, circumstances, situations, events, transactions, causes or series of causally connected facts, circumstances, situations, events, transactions or causes.

DD. "Retroactive Date" means the date set forth in Item 4. of the Declarations.

EE. "Subsidiary" means any entity that the **Named Insured** directly or indirectly owns interests representing more than 50% of the voting, appointment or designation power for the selection of:

1. a majority of the board of directors of a corporation;
2. the members of the board of managers of a limited liability company; or
3. the general partners of a limited partnership.

Or becomes a **Subsidiary** pursuant to Section 11. of the General Provisions of this policy.

FF. "Technology Products" means computer or telecommunications hardware, software, firmware or related electronic equipment, including the design, development, manufacturing, assembly, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.

GG. "Third-Party Coverage Part" means a **Coverage Part** designated as such.

HH. "Wrongful Act" will have the meaning specified in each **Coverage Part**.

3. **COVERAGE TERRITORY**

This Policy will apply on a worldwide basis.

Regarding the **Third Party Coverage Parts** only, where **Claims** are made outside of the United States of America and its territories and possessions or Canada, the following additional provisions apply:

- A. The **Insurer** will have the right but not the duty to investigate, defend or settle any such **Claims** brought against an **Insured**;
- B. If the **Insurer** elects not to investigate, defend or settle any such **Claim**, the **Insured** will, under the **Insurer's** supervision, arrange for such investigation and defense thereof as is reasonably necessary and subject to the **Insurer's** prior authorization, will effect such settlement thereof as the **Insurer** and the **Insured** deem expedient;
- C. The **Insurer** will reimburse the **Insured** for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the Deductible amount stated in the Declarations, all subject to and within the Limits of Liability stated in the Declarations; and
- D. Such reimbursement will be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

4. **SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE**

Regarding the **Third Party Coverage Parts** only, coverage will apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured**, or if an **Insured** dies, becomes incapacitated, or files for bankruptcy, such **Insured's** estate, heirs, assigns, or legal representatives, provided that:

- A. such **Claim** arises solely out of:
 - 1. such person's status as a spouse, **Domestic Partner**, trustee, heir, assignee or legal representative of such **Insured**; or
 - 2. such person's ownership of property sought as recovery for a **Wrongful Act**.
- B. the **Insured** is named in such **Claim** along with such persons or entities;
- C. no coverage will apply to any **Claim** for a **Wrongful Act** of such persons or entities; and
- D. coverage for such **Claim** will be on the same terms and conditions (including, without limitation, the Deductible) as apply to the **Claim** made against any **Insured**.

5. **OPTIONAL EXTENDED REPORTING PERIOD**

Regarding the **Third Party Coverage Parts** only:

- A. If this Policy is cancelled or non-renewed, for any reason other than non-payment of premium, and the **Named Insured** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named Insured** will have the right, upon payment of the additional premium stated in Item 8. of the Declarations, to elect a continuation of coverage afforded by this Policy for the Additional Period stated in Item 8. of the Declarations (the "Optional Extended Reporting Period"). If elected, the Optional Extended Reporting Period will commence upon the effective date of such cancellation or nonrenewal. Such continuation of coverage will apply only to **Claims**, otherwise covered by this Policy, first made against the **Insureds** during the Optional Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**.

- B. The rights contained in this Section will terminate unless a written notice of election together with the additional premium due stated in Item 8. of the Declarations is received by the **Insurer** within 30 days after the effective date of cancellation or nonrenewal.
- C. The additional premium for the Optional Extended Reporting Period will be fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable.
- D. There is no separate Limit of Liability for the Optional Extended Reporting Period.

6. LIMITS OF LIABILITY & DEDUCTIBLES

A. Each Coverage Part Limit of Liability

1. The Limits of Liability for each **Coverage Part** elected by the **Named Insured**, as specified in Item 6 of the Declarations, will be the maximum aggregate amount that the **Insurer** will pay for each **Coverage Part** and are part of, subject to, and do not increase the Policy Period Aggregate Limit of Liability stated in Item 5. of the Declarations.
2. With respect to the **Third Party Coverage Parts** only, **Defense Costs** will be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the **Insurer** will reduce each applicable Limit of Liability.

B. Policy Period Aggregate Limit of Liability

1. The liability of the **Insurer** for all covered **Loss** under all **Coverage Parts** combined under this Policy will not exceed the Policy Period Aggregate Limit of Liability stated in Item 5. of the Declarations.
2. The **Insurer** will not be obligated to pay any **Loss** or undertake to continue defense of any **Claim** after the Policy Period Aggregate Limit of Liability stated in Item 5. of the Declarations has been tendered into court or exhausted by payment of **Loss**.
3. Any Limit of Liability with respect to any Optional Extended Reporting Period, if applicable, will be part of and subject to the Policy Period Aggregate Limit of Liability stated in Item 5. of the Declarations.

C. Deductibles

1. As a condition precedent to the **Insurer's** liability under **Coverage Parts** of this Policy, the applicable Deductible amount stated in Item 6 of the Declarations will be paid by the **Insured**, be applicable to each **Claim**, **Network Security Breach** or **Privacy Violation**, **Business Interruption** or **Security Threat** or **Privacy Threat** and apply to all **Loss**.
2. With respect to **Coverage Parts** A and B in the event more than one **Coverage Part** is triggered by a single **Claim**, the single highest Deductible will apply to such **Claim**.
3. With respect **Coverage Parts** C, D, and E, in the event more than one **Coverage Part** is triggered by a **Related Event**, the single highest Deductible will apply to such **Related Event**.
4. The total Deductible for any single **Related Event** will not exceed the sum of the single highest Deductible under **Coverage Parts** A and B plus the single highest Deductible under **Coverage Parts** C, D, and E, if applicable.

5. The **Insurer** may at its sole discretion advance payment for **Loss** within the Deductible. Any **Loss** first paid by the **Insurer** within the Deductible will, upon written demand by the **Insurer**, be paid by the **Insured** to the **Insurer** within thirty (30) days.

D. Multiple Insureds, Claims, Claimants, Wrongful Acts, Network Security Breaches, Privacy Violations, Security Threats, Privacy Threats, Business Interruptions

The Policy Period Aggregate Limit of Liability specified in Item 5 and the Coverage Parts Limits of Liability specified in Item 6 the Declarations and described herein are the most the **Insurer** will pay, regardless of the number of **Insureds, Claims, Wrongful Acts**, individuals or entities making **Claims, Network Security Breaches, Privacy Violations, Security Threats, Privacy Threats** or **Business Interruptions**.

7. DEFENSE & SETTLEMENT OF CLAIMS AND INSURED'S OBLIGATIONS

A. The **Insurer** will have the right and duty to defend each **Claim** for which the **Insurer** receives proper notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.

B. The **Insurer's** duty to defend any **Claim** will end upon exhaustion of any applicable Limit of Liability. If the Limit of Liability is exhausted, the premium for this Policy will be fully earned.

C. The **Insureds** will not admit nor assume any liability unless required by law, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** will not be liable for any admission, assumption, offer, settlement, stipulation, or **Defense Costs** to which it has not consented.

D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If any **Insureds** refuse to consent to the settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, then the **Insurer** will not pay **Loss** for such **Claim** in excess of the sum of:

1. the amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
2. 50% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.

E. The **Insureds** will give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** will attend hearings, trials, and any other such proceedings and will assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.

8. NOTICE

A. Regarding the **Third Party Coverage Parts** only:

1. the **Insured** will give the **Insurer** written notice of any **Claim** as soon as practicable after any **Claim Manager** first becomes aware of the **Claim** but no later than sixty (60) days after the end of the **Policy Period** or the end of the Optional Extended Reporting Period, if applicable.
2. if any **Claim Manager** becomes aware of a **Wrongful Act** during the **Policy Period** that may reasonably be expected to give rise to a **Claim** against an **Insured** and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period**

specifying the: (i) reasons for anticipating such a **Claim**; (ii) nature and date of such **Wrongful Act**; (iii) identity of the **Insureds** involved; (iv) injuries or damages sustained; (v) names of potential claimants; and (vi) manner in which the **Insureds** first became aware of the **Wrongful Act**, any **Claim** subsequently arising from such **Wrongful Act** will be deemed a **Claim** first made at the time the **Insurer** receives such notice.

3. all **Claims** for, based upon or arising out of the same **Related Event** will be deemed to be a single **Claim** first made on the earliest date that:
 - a. any of such **Claims** were commenced, even if such date is before the **Policy Period**;
 - b. notice of such **Related Event** was given to the **Insurer**; or
 - c. notice of any fact, circumstance, or situation including such **Related Event** was given under any prior policy of which this is a renewal or replacement.
4. No coverage is provided for any **Claim** made, or deemed first made, before the **Policy Period**.

B. Regarding the **First Party Coverage Parts** only:

The **Insured** will give the **Insurer** written notice of any **Network Security Breach** or **Privacy Violation, Business Interruption, Security Threat, or Privacy Threat**, as soon as practicable, after:

1. the **Network Security Breach** or **Privacy Violation** is discovered, with respect to the Data Incident Response Coverage Part;
2. the **Business Interruption** commences, with respect to the Business Interruption Coverage Part; or
3. the **Security Threat** or **Privacy Threat** occurs, with respect to the Cyber Extortion Coverage Part.

but no later than sixty (60) days after the end of the **Policy Period**.

C. Regarding all Coverage Parts:

If written notice of a **Network Security Breach** or **Privacy Violation, Business Interruption, Security Threat, or Privacy Threat**, has been given to the **Insurer** pursuant to B. above, then any subsequent **Related Event** arising out of, based upon or attributable to such **Network Security Breach** or **Privacy Violation, Business Interruption, Security Threat, or Privacy Threat**, for which notice has been given, will be considered made at the time such notice was given.

9. SUBROGATION

The **Insurer** will be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** will do everything necessary to secure and preserve such rights, including, without limitation, the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. The **Insureds** will do nothing to prejudice the **Insurer's** position or any rights of recovery.

10. OTHER INSURANCE

Coverage under this Policy will apply only in excess of the applicable Deductible herein, and over any other valid and collectible insurance regardless of whether such other insurance is stated to be primary, excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess over the Limits of Liability of this Policy by reference in such other insurance to this Policy's Policy Number.

11. CHANGES IN CONTROL

A. Takeover of Named Insured

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires securities or voting rights resulting in ownership by such person(s) and/or entity(ies) of more than 50% of the outstanding securities representing the present right to vote for the election of directors or equivalent positions of the **Named Insured**; or
2. the **Named Insured** merges into or consolidates with another organization such that the **Named Insured** is not the surviving organization;

then coverage will continue under this Policy, but only for **Wrongful Acts, Network Security Breaches or Privacy Violations, Business Interruptions, Security Threats, or Privacy Threats** occurring before such transaction. No coverage will be available for any **Wrongful Act, Network Security Breach or Privacy Violation, Business Interruption, Security Threats, or Privacy Threat** occurring after such transaction. Upon such transaction, the entire premium for this Policy will be deemed fully earned. The **Named Insured** will give the **Insurer** written notice of such transaction as soon as practicable, but not later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of a Subsidiary

If, during the **Policy Period**, any **Named Insured**:

1. acquires or creates a **Subsidiary**; or
2. merges with another organization such that the **Named Insured** is the surviving entity, then such newly created, acquired or merged organization and its **Insureds** will be covered for any **Wrongful Act, Business Interruption, Security Threat, or Privacy Threat** occurring after such acquisition, merger or creation, or any **Network Security Breach or Privacy Violation** discovered after such acquisition, merger or creation. No coverage will be available for any **Wrongful Act, Business Interruption, Security Threat, or Privacy Threat** of any new **Insureds** occurring before such transaction, for any **Network Security Breach or Privacy Violation** discovered before such transaction, or for any **Related Events** thereto.

If the current annual gross revenues of any newly acquired or merged organization exceeds 15% of the current annual gross revenues of the **Named Insured** as reflected in the most recent **Application** submitted with the **Insured**, then the **Named Insured** will give the **Insurer** written notice of the acquisition or merger as soon as practicable but not later than 90 days after the effective date of such transaction. Subject to the expiration of the **Policy Period**, any continuation of coverage for such newly acquired or merged entity and its **Insureds** beyond 90 days after the transaction will be subject to any additional terms and conditions, including additional premium, required by the **Insurer**. The **Insureds** will furnish all information regarding such transaction as the **Insurer** will request.

C. Loss of Subsidiary Status

If, during or prior to the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage for such entity and its **Insureds** will continue until termination of this Policy but only for any **Wrongful Act, Business Interruption, Security Threat, or Privacy Threat** occurring prior to the date such entity ceased to be a **Subsidiary**, or any **Network Security Breach or Privacy Violation** discovered prior to the date such entity ceased to be a **Subsidiary**.

12. APPLICATION & SEVERABILITY

- A.** The **Insureds** represent and agree that the statements and information contained the **Application** are true, accurate and complete; that each representation is deemed material to the acceptance of the risk assumed by the **Insurer** and that this Policy is issued in reliance upon the truth and accuracy of such representations contained within the **Application**. This Policy embodies all of the agreements existing between the **Insureds** and the **Insurer** and any of its representatives.
- B.** If the **Application** contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy will be void back to the Inception Date of the **Policy Period**.
- C.** For the purpose of determining coverage:
 - 1. the **Application** will be construed as a separate application for coverage by each natural person **Insured**;
 - 2. knowledge possessed by any natural person **Insured** will not be imputed to any other natural person **Insured**; and
 - 3. only knowledge possessed by a **Claim Manager** will be imputed to an **Insured Entity**.

13. SUITS AGAINST THE INSURER

- A.** No suit or other proceeding will be commenced by any **Insureds** against the **Insurer** unless there will have been full compliance with all the terms and conditions of this Policy.
- B.** No person or organization will have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insureds** nor will the **Insurer** be impleaded by the **Insureds** in any such **Claim**.

14. NAMED INSURED'S AUTHORITY

The **Named Insured** will act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, reporting of **Claims**, acceptance of endorsements, payment of premiums, and receipt of return premiums.

15. CANCELLATION

- A.** The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 10 days notice to the **Named Insured**. This Policy may not otherwise be cancelled by the **Insurer**.

- B. Except as otherwise provided, the **Named Insured** may cancel this Policy by sending written notice of cancellation to the **Insurer**. Such notice will be effective upon receipt by the **Insurer** unless a later cancellation date is specified therein.
- C. If the **Insurer** cancels this Policy, unearned premium will be calculated on a pro rata basis. If the **Named Insured** cancels this Policy, unearned premium will be calculated at the **Insurer's** customary short rates. Payment of any unearned premium will not be a condition precedent to the effectiveness of such cancellation. The **Insurer** will refund any unearned premium as soon as practicable.

16. BANKRUPTCY

- A. Bankruptcy or insolvency of any **Insured** will not relieve the **Insurer** of any of its obligations under this Policy, nor deprive the **Insurer** of any of its rights and defenses under this Policy.
- B. In the event of the bankruptcy or insolvency of any **Insured**, the **Insurer** will have the right to assert any appropriate claim or demand in such proceeding for payment of any obligations of any **Insured**, including, without limitation, any amounts which the **Insurer** may advance on behalf of any **Insured** within the Deductible.

17. NOTICES

- A. Notices to the **Insured** will be sent to the **Named Insured** at the address specified in Item 1 of the Declarations.
- B. Notices to the **Insurer** will be sent to the applicable e-mail, facsimile, or other address specified in Item 9. of the Declarations, include the policy number of this Policy, and become effective upon receipt.

18. DISPUTE RESOLUTION

In the event that a dispute arises in connection with rights and obligations owed under this Policy, the **Insured(s)** and the **Insurer** will participate in a non-binding mediation in which the parties will attempt in good faith to resolve such dispute. Either the **Insured(s)** or the **Insurer** will have the right to commence a judicial proceeding, or if the parties agree, submit the dispute to a binding arbitration, in order to resolve such dispute. However, no judicial proceeding or arbitration will be commenced prior to the termination of the mediation and until at least 90 days has passed from the termination of the mediation. The costs and expenses of any mediation, or any arbitration, will be split equally by the parties.

19. ALTERATION, ASSIGNMENT & TITLES

- A. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or change in any part of this Policy nor prevent the **Insurer** from asserting any right under the terms of this Policy.
- B. Assignment of any interest under this Policy will not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.
- C. The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles will not be part of the terms and conditions of coverage.

20. REFERENCES TO LAWS

- A. Any statute, act, or code mentioned in this Policy will be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B. Any statute, act, or code mentioned in this Policy that is followed by the phrase “or any similar law” will be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

21. ENTIRE AGREEMENT

This Policy, including the Declarations, written endorsements, and the **Application** will constitute the entire agreement between the **Insurer** and the **Insureds** or any of its agents regarding the insurance provided hereunder.

22. POLICY CHANGES

This Policy will not be changed in any manner except by a written endorsement issued by the **Insurer**.

23. COVERAGE PART COORDINATION

If there is coverage available for a **Loss** under two or more **Coverage Parts**, the **Insurer** will be entitled to determine how to apportion such **Loss** between **Coverage Parts**.

24. ALLOCATION

If the **Insureds** incur **Loss** that is only partially covered by this Policy because a **Claim, Network Security Breach, Privacy Violation, Security Threat, Privacy Threat** or **Business Interruption** includes both covered and uncovered matters, **Loss** will be allocated as follows:

- A. Regarding the **Third Party Coverage Parts** only, 100% of **Defense Costs** incurred by the **Insureds** will be allocated to covered **Loss**; and
- B. **Loss** incurred by the **Insureds** will be allocated between covered and non-covered **Loss** based on the relative legal exposure of the parties to covered and non-covered matters.

Arch Netsafe® 2.0
NETWORK SECURITY AND PRIVACY LIABILITY
COVERAGE PART

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NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE PART

THIS IS A CLAIMS MADE AND REPORTED AND THIRD PARTY COVERAGE PART

I. NETWORK SECURITY AND PRIVACY LIABILITY

The **Insurer** will pay **Loss**, in excess of the Deductible, on behalf of an **Insured** resulting from a **Claim** first made against such **Insured** during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported to the **Insurer** pursuant to the terms of this Policy, for a **Wrongful Act** committed on or subsequent to the **Retroactive Date**.

II. DEFINITIONS

The following terms will have the meanings specified below:

A. "Claim" means any of the following:

1. a written demand for money, services, non-monetary relief or injunctive relief;
2. a written request for mediation or arbitration, or to toll or waive an applicable statute of limitations;
3. a civil proceeding against any **Insured** for monetary or non-monetary relief commenced by the receipt by, or the service upon, any **Insured** of a complaint or similar pleading; or
4. a **Regulatory Action**.

B. "Loss" means all sums that the **Insured** is legally obligated to pay as damages. **Loss** includes **Defense Costs**, settlements, judgments, punitive, exemplary or multiple damages where insurable by law; pre- and post-judgment interest, amounts payable in connection with a **PCI-DSS Assessment**, any monetary amounts an **Insured** is required by law or has agreed to by settlement to deposit in a consumer redress fund, and notwithstanding **2.d.** below, civil fines or penalties imposed by a governmental agency and arising from a **Regulatory Action**, unless the civil fine or penalty is uninsurable under the law of the jurisdiction imposing such a fine or penalty, and punitive, exemplary or multiple damages to the extent such damages are insurable under any applicable jurisdiction that does not prohibit coverage for such **Loss**.

1. **Loss** excludes any:

- a. theft of money or securities from an **Insured**; or
- b. transfer or loss of money or securities from or to an **Insured's** accounts or accounts under an **Insured's** control, including customer accounts.

2. **Loss**, other than **Defense Costs**, excludes any:

- a. taxes, fines, sanctions or penalties imposed by law, unless resulting from a **PCI-DSS Assessment** or **Regulatory Action** described below;
- b. amounts for which an **Insured** was not legally entitled or for which the claimants are without legal recourse to the **Insureds**;

- c. **Insured's** future profits or royalties or any return, withdrawal, restitution or reduction of an **Insured's** professional fees, compensation, profits or other charges;
 - d. matters that are deemed uninsurable under applicable law;
 - e. costs to comply with orders granting injunctive or non-monetary relief, including specific performance or any agreement to provide such relief;
 - f. costs or expenses for the reprinting, reposting, recall, removal or disposal of any **Media Content**; or
 - g. costs or expenses incurred by any **Insured** or others:
 - (1) to recall, repair, withdraw, replace, upgrade, supplement or remove the **Insured's** products or services from or in the marketplace; or
 - (2) for any loss of use by any **Insured** or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplement or removal of the **Insured's** products or services from the marketplace;
- C. **"PCI Data Security Standards"** means generally accepted and published Payment Card Industry standards for data security (commonly referred to as "PCI-DSS").
- D. **"PCI-DSS Assessment"** means any written demand received by an **Insured** from a Payment Card Association (e.g., Mastercard, Visa, American Express) or bank processing payment card transactions (i.e., an "Acquiring Bank") for a monetary assessment (including a contractual fine or penalty) in connection with an **Insured's** non-compliance with **PCI Data Security Standards** which resulted in a **Network Security Breach** or **Privacy Violation**.
- E. **"Regulatory Action"** means:
- 1. an administrative or regulatory proceeding, commenced by the service of a complaint or pleading; or
 - 2. an administrative or regulatory investigation which may reasonably be expected to give rise to an administrative or regulatory proceeding commenced by a civil investigative demand or civil request for information;
- brought or made by a governmental agency or authority that alleges a **Privacy Violation**. A **Regulatory Action** shall not mean or include any criminal demands, requests, proceedings or investigations.
- F. a civil administrative or regulatory proceeding commenced by service of a complaint or pleading, civil investigative demand or civil request for information brought or made by a governmental agency or authority that alleges a **Privacy Violation**. A **Regulatory Action** will not mean or include any criminal demands, requests or proceedings.
- G. **"Wrongful Act"** means a **Network Security Breach** or **Privacy Violation**.

III. EXCLUSIONS

- A. This Policy does not apply to any **Claim** alleging, based upon, arising out of, or resulting from, directly or indirectly:

1. any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law if committed by any:
 - a. past or present **Claims Manager**, whether acting alone or in collusion with other persons;
 - b. past or present employees or independent contractors employed by an **Insured** if a **Claims Manager** knew or had reason to know prior to the act of, participated in, approved of or acquiesced to the fraudulent, malicious or criminal act committed by such employee or independent contractor that caused a **Loss**;

However this exclusion will not apply to **Defense Costs** or the **Insurer's** duty to defend any such **Claim** until there is a judgment or other final non-appealable adjudication against, or admission by, an **Insured** that establishes such act, omission or violation occurred, at which time such **Insured** will reimburse the **Insurer** for **Defense Costs** paid by the **Insurer**.

2. any **Network Security Breach** or **Privacy Violation** actually or allegedly committed prior to the inception of the **Policy Period** if, on or before the earlier of the effective date of the Policy or the effective date of any Policy with similar coverage provided by this Policy issued by the **Insurer** of which this Policy is a continuous renewal or a replacement, any **Claims Manager** knew or reasonably could have foreseen that the **Network Security Breach** or **Privacy Violation** could lead to a **Claim**;
3. any demand, suit or proceeding pending, or order, decree or judgment made or initiated against an **Insured** on or prior to the pending and prior litigation date referenced in Item 6 of the Declarations or any **Network Security Breach** or **Privacy Violation** specified in such prior demand, suit or proceeding, or order, decree or judgment which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
4. any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any Policy of which this Policy is a renewal or replacement;
5. any **Bodily Injury** or **Property Damage**;
6. any **Insured's** liability, whether assumed or otherwise, under any contract, warranty, guarantee, cost estimate or promise. However, this exclusion does not apply to the extent liability would attach to an **Insured** in the absence of such contract(s), warranty(ies), guarantee(ies), cost estimate(s) or promise(s), the obligation to comply with **PCI Data Security Standards** or with respect to a **Privacy Violation**, any liability or obligation under a confidentiality or non-disclosure provisions of any agreement;
7. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan; however this exclusion will not apply to a **Network Security Breach**;
8. any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;

9. any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including without limitation, **Claims** arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, “pop-up” or “pop-under” Internet advertising or fax-blasting, direct mailing or telemarketing, or **Claims** involving actual or alleged violations of: (i) the Telephone Consumer Protection Act (TCPA); (ii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (iii) the Drivers Privacy Protection Act, (iv) the Fair Credit Reporting Act (FCRA), (v) the Fair and Accurate Credit Transaction Act (FACTA of 2003); or (vi) any other foreign, federal, state or local statute, regulation or ordinance that addresses, limits or prohibits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; however this exclusion will not apply to a **Network Security Breach**;
10. any actual or alleged wrongful employment practice, including, without limitation, any discrimination, harassment, hostile work environment, wrongful dismissal, discharge or termination, retaliation, wrongful disciplinary action, deprivation of career opportunity, failure to employ or promote, inadequate work place policies or procedures, the Fair Labor Standard Act or negligent evaluation of employees,
11. any actual or alleged discrimination, humiliation or harassment in any form or manner, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sex, sexual orientation or preference, pregnancy, marital status, retaliation, or any other protected class under any federal, state, local or other law;
12. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** by an **Insured** using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
13. any actual or alleged violation of: (i) the Securities Act of 1933; (ii) the Securities Exchange Act of 1934; (iii) the Investment Company Act of 1940; (iv) the Investment Advisors Act; (v) any foreign, federal, state or local blue sky or securities laws; (vi) the Racketeer Influenced and Corrupt Organizations Act; (vii) any workers’ compensation, unemployment, social security, disability or pension benefits laws; (viii) the Employee Retirement Income Security Act of 1974; (ix) the National Labor Relations Act; (x) the Worker Adjustment and Retraining Notification Act; (xi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (xii) the Occupational Safety and Health Act, or (xiii) any similar laws or any order, ruling or regulation issued pursuant to those laws mentioned in (i) through (xii) above;
14. any actual or alleged:
 - a. price fixing, restraint of trade, monopolization, including violations of the Sherman Anti-Trust Act, the Clayton Act, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;
 - b. unfair trade practices or violation of consumer protection laws; provided, however that this exclusion does not apply to any **Privacy Violation**;
15. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**; or

16. any **Insured's** service at any time as a director, officer, trustee, regent, governor, independent contractor or equivalent executive, or as an employee, of any entity other than an **Insured** even if such service is with the knowledge and consent, or at the request, of an **Insured**;

B. This Policy does not apply to any **Claim** brought by or on behalf of:

1. any organization or business enterprise not identified in the Declarations which either owns or has an ownership interest in any **Insured**; or
2. any **Insured** against any other **Insured**; provided, however, that this exclusion will not apply to any otherwise covered **Claim** brought by or on behalf of an independent contractor or an employee of an **Insured** alleging a **Privacy Violation**, provided that such employee or independent contractor is not involved in any manner with any such **Privacy Violation**.

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**DATA INCIDENT RESPONSE EXPENSE
COVERAGE PART**

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DATA INCIDENT RESPONSE EXPENSE COVERAGE PART

THIS IS A DISCOVERY COVERAGE PART AND A FIRST PARTY COVERAGE PART

I. DATA INCIDENT RESPONSE EXPENSE

The **Insurer** will pay **Loss**, in excess of the Deductible, incurred by an **Insured**, directly resulting from a **Network Security Breach** or **Privacy Violation** committed on or subsequent to the **Retroactive Date**, discovered during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this Policy.

II. DEFINITIONS

The following terms will have the meanings specified below:

A. “**Data Incident Response Expense**” means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. consultative and pre-litigation legal services by an attorney selected by the **Insurer** regarding any **Network Security Breach** or **Privacy Violation**;
2. computer forensic investigatory services by a third party information security professional selected by the **Insurer** to determine the cause of the **Network Security Breach** and identities of those who may have been victims of any **Privacy Violation**;
3. notifying individuals who may have been victims of any **Privacy Violation**;
4. a public relations firm, crisis management firm or law firm services to mitigate reputational damage resulting from any **Network Security Breach** or **Privacy Violation**;
5. credit monitoring services, identity theft education and identity theft insurance offered to those persons notified pursuant to A. 3. above;
6. identity theft call center services offered to those persons notified pursuant to A. 3. above; and
7. costs to restore or recreate or recollect electronic data that is damaged or destroyed as a direct result of a **Network Security Breach**;

Data Incident Response Expense will exclude any: (i) compensation or overhead of any **Insured**; (ii) payments made as compensation for any injury or damages; (iii) costs to update, upgrade, enhance, or replace any **Computer System** to a level beyond that which existed prior to sustaining **Loss**; or (iv) **Defense Costs**.

B. “**Loss**” means **Data Incident Response Expense**.

III. EXCLUSIONS

The **Insurer** will not pay **Loss** arising from, based upon, or attributable to:

- A. any dishonest, fraudulent, criminal or malicious act, error or omission, any intentional or knowing violation of the law if committed by any:
 - 1. past or present **Claims Manager**, whether acting alone or in collusion with other persons; or
 - 2. past or present employees or independent contractors employed by the **Insured** if a **Claims Manager** knew or had reason to know prior to the act of, participated in, approved of or acquiesced to the fraudulent, malicious or criminal act committed by such employee or independent contractor that caused a **Loss**;
- B. any demand, suit or proceeding pending, or order, decree or judgment made or initiated against an **Insured** on or prior to the pending and prior litigation date referenced in Item 6 of the Declarations of this Policy or any **Network Security Breach** or **Privacy Violation** specified in such prior demand, suit or proceeding, or order, decree or judgment which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
- C. any **Network Security Breach** or **Privacy Violation** which has been reported under any policy of which this Data Incident Response Expense Coverage Part is a renewal or replacement;
- D. any **Bodily Injury** or **Property Damage**;
- E. any **Insured's** liability, whether assumed or otherwise, under any contract, warranty, guarantee, cost estimate or promise. However, this exclusion does not apply; however, to the extent liability would attach to an **Insured** in the absence of such contract(s), warranty(ies), guarantee(ies), cost estimate(s) or promise(s);
- F. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan; however this exclusion will not apply to a **Network Security Breach**;
- G. any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- H. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** by an **Insured**, using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
- I. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**; or
- J. any profit or advantage to which any **Insured** is not legally entitled.

Arch Netsafe® 2.0
BUSINESS INTERRUPTION
COVERAGE PART
TABLE OF CONTENTS

- I. INSURING AGREEMENT**
- II. DEFINITIONS**
- III. EXCLUSIONS**

Arch Netsafe® 2.0

BUSINESS INTERRUPTION COVERAGE PART

THIS IS AN OCCURRENCE AND FIRST PARTY COVERAGE PART

I. BUSINESS INTERRUPTION

The **Insurer** will pay **Loss**, in excess of the Deductible, that is incurred by the **Insured** directly resulting from a **Business Interruption** that:

- A. occurs during the **Policy Period**;
- B. is the direct result of a **Network Security Breach** during the **Policy Period**;
- C. is reported to the **Insurer** pursuant to the terms of this Policy; and
- D. exceeds the **Waiting Period**.

II. DEFINITIONS

The following terms will have the meanings specified below:

- A. “**Loss**” means the below listed amounts incurred during the **Period of Recovery**:
 - 1. reasonable and necessary costs that would not have been incurred but for a **Business Interruption**; and
 - 2. net income (net profit or net loss before income taxes), calculated on an hourly basis, that could have reasonably been earned or net loss that could have reasonably been avoided.

Loss excludes (i) any missed gain or avoidance of loss arising from the change in value of currency, securities, bonds or commodities, or any derivatives thereof; (ii) payments made as compensation for any injury or damages (iii) any costs to update, upgrade, enhance, or replace any **Computer System** to a level beyond that which existed prior to sustaining **Loss**; or (iv) **Defense Costs**.

- B. “**Business Interruption**” means the actual and measurable interruption or suspension of the **Insured’s** business directly caused by a **Network Security Breach**.
- C. “**Period of Recovery**” means the time period from when the **Waiting Period** expires and ends on the date and time the **Business Interruption** ends, or would have ended if an **Insured** exercised due diligence and dispatch. In no event will the **Period of Recovery** exceed thirty (30) days.
- D. “**Waiting Period**” means the number of hours set forth in Item 6 of the Declarations that must elapse once the **Business Interruption** has begun. The **Period of Recovery** does not begin until the **Waiting Period** has expired. Any **Loss** incurred by an **Insured** during the **Waiting Period** will erode the Deductible, but the **Insurer** will not pay any **Loss** until the Deductible is met and the **Waiting Period** has expired.

III. EXCLUSIONS

The **Insurer** will not pay **Loss** arising from, based upon, or attributable to:

- A. any dishonest, fraudulent, criminal or malicious act, error or omission, any intentional or knowing violation of the law if committed by any:
 - 1. past or present **Claims Manager**, whether acting alone or in collusion with other persons; or
 - 2. past or present employees or independent contractors employed by an **Insured** if a **Claims Manager** knew or had reason to know prior to the act of, participated in, approved of or acquiesced to the fraudulent, malicious or criminal act committed by such employee or independent contractor that caused a **Loss**;
- B. any demand, suit or proceeding pending, or order, decree or judgment made or initiated against an **Insured** on or prior to the pending and prior litigation date referenced in Item 6 of the Declarations, or any **Network Security Breach** specified in such prior demand, suit or proceeding, or order, decree or judgment which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
- C. any **Business Interruption** which has been reported under any policy of which this Business Interruption Coverage Part is a renewal or replacement;
- D. **Bodily Injury or Property Damage**;
- E. any **Insured's** liability to third-parties for whatever reason;
- F. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan;
- G. any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- H. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** by an **Insured**, using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
- I. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**; or
- J. any profit or advantage to which any **Insured** is not legally entitled.

IV. NET PROFIT CALCULATIONS

In determining the amount of net profit or net loss for the purpose of ascertaining the **Loss** under this Business Interruption Coverage Part, due consideration will be given to the prior experience of an **Insured's** business before the beginning of the **Business Interruption** and to the probable

business an **Insured** could have performed had no **Business Interruption** occurred. Provided, however, that such net profit or net loss calculations will not include, and this Policy will not cover, net income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of the **Business Interruption** on other businesses.

Arch Netsafe® 2.0

**CYBER EXTORTION
COVERAGE PART**

TABLE OF CONTENTS

- I. INSURING AGREEMENT**
- II. DEFINITIONS**
- III. EXCLUSIONS**

Arch Netsafe® 2.0

CYBER EXTORTION COVERAGE PART

THIS IS AN OCCURRENCE AND FIRST PARTY COVERAGE PART

I. CYBER EXTORTION

The **Insurer** will pay **Loss**, in excess of the Deductible, that is incurred by the **Insured** directly resulting from a **Security Threat** or **Privacy Threat** that first occurs during the **Policy Period** and is reported to the **Insurer** pursuant to the terms of this Policy.

II. DEFINITIONS

The following terms will have the meanings specified below:

A. “Loss” means any:

1. amounts paid by an **Insured** with the **Insurer’s** prior written consent to terminate or end a **Security Threat** or **Privacy Threat** that would otherwise result in harm to an **Insured**; and
2. reasonable and necessary costs to conduct an investigation to determine the cause of a **Security Threat** or **Privacy Threat**.

Loss will exclude any: (i) compensation or overhead of any **Insured**; (ii) payments made as compensation for any injury or damages; (iii) any costs to update, upgrade, enhance, or replace any **Computer System** to a level beyond that which existed prior to sustaining **Loss**; or (iv) Defense Costs.

B. “Privacy Threat” means any threat or connected series of threats to unlawfully use or publicly disclose **Private Information** misappropriated from an **Insured** for the purpose of demanding money, securities or other tangible or intangible property of value from an **Insured**.

C. “Security Threat” means any threat or connected series of threats to commit an intentional attack against a **Computer System** for the purpose of demanding money, securities or other tangible or intangible property of value from an **Insured**.

III. EXCLUSIONS

The **Insurer** will not pay **Loss** arising from, based upon, or attributable to:

A. any dishonest, fraudulent, criminal or malicious act, error or omission, any intentional or knowing violation of the law if committed by any:

1. past or present **Claims Manager**, whether acting alone or in collusion with other persons; or
2. past or present employees or independent contractors employed by an **Insured** if a **Claims Manager** knew or had reason to know prior to the act of, participated in, approved of or acquiesced to the fraudulent, malicious or criminal act committed by such employee or independent contractor that caused a **Loss**;

- B. any demand, suit or proceeding pending, or order, decree or judgment made or initiated against an **Insured** on or prior to pending and prior litigation date referenced in Item 6 of the Declarations, or any **Security Threat** or **Privacy Threat** specified in such prior demand, suit or proceeding, or order, decree or judgment which has a common nexus, fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes underlying or alleged therein;
- C. any **Security Threat** or **Privacy Threat** which has been reported under any policy of which this Cyber Extortion Coverage Part is a renewal or replacement;
- D. **Bodily Injury** or **Property Damage**;
- E. any **Insured's** liability to third-parties for whatever reason;
- F. any actual or alleged misappropriation, theft, plagiarism, infringement or violation of any patent, copyright, trademark, trade secret, trade dress, trade name, service mark, service name, title or slogan;
- G. any actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission escape or transportation of **Pollutants**, including, without limitation any direction, request or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**;
- H. any actual or alleged unauthorized or illegal collection or intentional sharing of **Personal Information**, including but not limited to the collection of **Personal Information** by an **Insured**, using cookies, spyware, or other malicious code, or the failure to provide adequate notice that **Personal Information** is being collected or shared;
- I. any war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lockout, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, however, this exclusion will not apply to **Cyberterrorism**; or
- J. any profit or advantage to which any **Insured** is not legally entitled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCH DATA SECURITY EVENT HOTLINE NOTIFICATION

As an Arch policyholder additional network security and data incident management services are available to you. Immediately following an actual or suspected **Network Security Breach** and/or **Privacy Violation** you are encouraged to call the Arch Data Security Event Hotline provided by Mullen Coughlin at the number below:

844-202-1600

Notice to the Arch Data Security Event hotline of a **Network Security Breach** and/or **Privacy Violation** shall not constitute notice to the **Insurer**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 000

Policy Number: AACYB50195-03

Named Insured: St. Mary's Art Center, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

00 NPL0153 00 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA AMENDATORY ENDORSEMENT

It is agreed that Section **15. CANCELLATION** is deleted and replaced by the following:

15. CANCELLATION

This Policy may be cancelled by the **Named Insured** by mailing to the **Insurer** at the All Other Notices address listed in **Item 9.** of the Declarations a written notice stating when thereafter the cancellation shall be effective. If this Policy has been in effect at least seventy (70) days or is a renewal of a policy previously issued by the **Insurer**, the **Insurer** may cancel this Policy prior to the expiration of the agreed term or one year from the effective date of this Policy, whichever occurs first, only for one of the following reasons:

1. nonpayment of the premium;
2. conviction of an **Insured** of a crime arising out of acts increasing the hazard insured against;
3. discovery of fraud or a material misrepresentation in obtaining this Policy or in the presentation of a **Claim** hereunder;
4. discovery of an act or omission, or a violation of any condition of this Policy, which occurred after the first effective date of this Policy and substantially and materially increases the hazard insured against;
5. a material change in the nature or extent of the risk, occurring after the first effective date of this Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this Policy was issued or last renewed;
6. a determination by the Commissioner of Insurance that continuation of the **Insurer's** present volume of premiums would jeopardize the **Insurer's** solvency or be hazardous to the interests of the **Insureds**, its creditors or the public; or
7. a determination by the Commissioner of Insurance that the continuation of this Policy would violate or place the **Insurer** in violation of any provision of the Insurance Code.

The **Insurer** shall deliver or mail by first class or certified mail written notice of cancellation to the **Named Insured** at the address shown in **Item 1.** of the Declarations. Notice of cancellation shall be provided at least 10 days before the effective date of cancellation if cancellation is for nonpayment of premium. Notice of cancellation shall be provided at least thirty (30) days before the effective date of cancellation if cancellation is for any reason listed in 2 through 7 above. If this Policy has been in effect for longer than one year, notice of cancellation shall be provided at least sixty (60) days before the effective date of cancellation if cancellation is for any reason listed in 2 through 7. The notice shall state the effective date of cancellation and provide a written explanation of the specific reason or reasons for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the **Policy Period**. Delivery of such notice shall be equivalent to mailing.

If the **Insurer** cancels this Policy, unearned premium will be calculated on a pro rata basis. If the **Named Insured** cancels this Policy, unearned premium will be calculated at the **Insurer's** customary short rates. Payment of any unearned premium will not be a condition precedent to the effectiveness of such cancellation. The **Insurer** will refund any unearned premium as soon as practicable.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 000

Policy Number: AACYB50195-03

Named Insured: St. Mary's Art Center, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

OTHER: MEMBERSHIPS

DONATE
([HTTPS://RENOISARTOWN.SECURE.FORCE.COM/DONATE/?DFID=A0N4Q00000GCPYEQAV](https://renoisartown.secure.force.com/donate/?DFID=A0N4Q00000GCPYEQAV))

LOGIN



([p:// ow .o g](http://artown.org))

♥ MY EVENT () GET INVOLVED (../GET-INVOLVED) VI IT (../VI IT)

ABOUT (../ABOUT) ENCORE (../ENCORE)

MERCH (HTTP ://ARTOWN TORE. QUARE. ITE/)



ARTOWN MEMBER HIP

W om oA ow 2024.T w o o g , u , mu , d o
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w ou.

ou A ow !

B om m m & jo of fi o ou xp .Fom d k
pu g, d ou & VIP g, o wo k fo ou.Gf o - m ,
u g mo , qu / u fo g .

COMMUNITY MEMBER HIP

- Receive a copy of the Artown e-newsletter
- Advance ticket purchasing for Artown events before available to the public

\$125+ MEMBER OF ARTOWN

- Includes the benefits for all levels above, plus:
- Receive a mailed copy of the Artown Little Book Calendar
- Two lawn tickets to the Annual Donor Appreciation Performance in July - Acknowledgement as a donor and supporter of Artown in the Little Book
- Member exclusive artwork: Inclusion in the Pixel Project (upload your photo to be digitized into one pixel of the Artown logo). More information on Pixel Project soon.

\$225+ FRIEND OF ARTOWN

- Includes the benefits for all levels above, plus:
- Two reserved seats at the Annual Donor Appreciation Performance in July (in lieu of lawn tickets)

\$365+ YEAR-ROUND FRIEND

- 10% discount on all Artown-produced events
- Two free Artown t-shirts

\$1,000+ THE ARTOWN CIRCLE *

- Includes the benefits for all levels above, plus:
- Two reserved seats during the Monday Night Music Series
- Invitation for two to exclusive Artown events throughout the year, only available to our Circle Members and higher, including:
- Artown's Annual VIP Reception during opening week in July
- Artown's Annual Media Day in May
- A swag bag with the annual Artown poster signed by the artist, t-shirts, and other pieces of select merchandise. Passed out at the VIP Reception

\$2,500+ THE ARTIST'S CIRCLE *

- Includes the benefits for all levels above, plus:
- Two free VIP tickets for up to three Artown-produced events of your choice, as requested. Some headliner tickets may be excluded

\$5,000+ THE INNER CIRCLE *

- Includes the benefits for all levels above, plus:
- A private lunch or meeting with the Executive Director, who can help you plan out your year of Artown events and provide concierge-level service to request free VIP ticketing, seat assignments, and more.

\$10,000+ THE DIRECTOR'S CIRCLE *

- Includes the benefits for all levels above, plus:
- Membership in the exclusive Director's Circle, a select group of individuals with unparalleled access to the Executive Director, which includes invitations to private events, receptions, and dinners with various artists, musicians, and visiting performers throughout the year.

\$25,000+ THE CENTER STAGE *

- Includes the benefits for all levels above, plus:
- Recognition to be the naming sponsor on an Artown-produced event (select opportunities only)
- Free VIP tickets to any Artown-produced event, as requested
- Unique travel opportunities throughout the year with the Executive Director to meet various artists and see the process behind curating the annual upcoming Artown festival

* Concierge level includes personal service, VIP ticketing, seat assignments and more. Call 775-322-1538 or email office@artown.org to activate concierge benefits

Artown is able to receive gifts of all types, including planned giving opportunities, stocks/annuities, real estate, and more. To redeem benefits or discuss these opportunities, contact the Artown office at 775-322-1538

Artown is a public charity nonprofit organization under IRS section 501(c)3 and our tax ID number is 88-0412311.

Your contribution is tax deductible less the fair marketing value of benefits provided at each level.

Join the Artown community and enjoy the exclusive benefits of membership.

As a Friend of Artown, your contribution creates the unique Artown experience.

See you at Artown!

*Thank you!
Beth*

BECOME A MEMBER NOW

Make a One-Time Donation (<https://artown.my.salesforce-sites.com/donate/?dfld=a0n4Q00000GcPyl>)

Make a Recurring Donation (<https://renoartown.secure.force.com/donate/?dfld=a0n4Q00000GcPzq>)

ARTOWN MEMBERSHIP SPRING 2024 BROCHURE
(../ARTOWN SPRING MEMBERSHIP 2024.PDF)





Membership Application and Renewal

Your membership entitles you to participate in regular and judged shows at a discounted entry fee and receive a monthly newsletter. This information will only be shared with current members.

Questions: cvaa.nv@gmail.com

Please print clearly RENEWAL _____ NEW MEMBER _____ Date _____

Name: _____

Address: _____ City, State, Zip: _____

Phone Number: (_____) _____ Cell Phone (_____) _____

Email: (Please Print) _____

Remember to update your email address when it changes so you can continue to receive the Newsletter.

Honorary Members: Members who are <u>Over 90 years old</u> are <u>NOT</u> required to pay membership dues. They will be invited to attend all meetings, be on our roster, and receive all announcements.	<input type="checkbox"/> Annual Membership: \$30.00	\$ _____
	<input type="checkbox"/> Family Membership: \$35.00	\$ _____
	<input type="checkbox"/> Student - up to 18 yrs: \$15.00	\$ _____
	<input type="checkbox"/> Honorary Member	\$ <u>0.00</u>
	Total:	\$ _____

Please make checks payable to **CVAA** ~ Complete this form along with the appropriate check:

- ◆ **Mail to:** Carson Valley Art Assn., Post Office Box 2048 Gardnerville, NV 89410 or
- ◆ **Drop off:** gadZooks!, 1492 U.S. 395 #104, Gardnerville, NV

Office Use Only:

Date	Received By:	Check #	Cash	Receipt #

WE NEED YOU!

We are 100% a volunteer organization. We would appreciate your help. Don't worry, you are not volunteering to be in charge—just to help. Please indicate any activities in which you would be willing to help.

_____ Show Committee _____ Workshop Committee _____ I will help where I can

Suggestions: _____



Douglas County Historical Society

Where Nevada was Born



JOIN THE DCHS AND SUPPORT YOUR LOCAL HISTORY

Benefits of membership include, bookstore discounts, discounts on admission to most of our events, and free lectures.

Join the DCHS Today!

- \$ 30 Individual
- \$ 40 Couple
- \$ 40 Family, includes children under 18
- \$ 20 Senior Individual (60+)
- \$ 30 Senior Couple (60+)
- \$100 Sustaining (covers family)
- \$250 Museum Patron (covers family)
- \$500 Lifetime Individual
- \$750 Lifetime Couple



DOWNLOAD MEMBERSHIP FORM

Please print the downloaded form, fill in the blanks and mail to:

Douglas County Historical Society

1477 Highway 395 N., Suite B, Gardnerville, NV 89410-5214

Or drop by the Carson Valley Museum & Cultural Center at the above address, or call 775-782-2555 and we will take credit card payment over the phone.

PLEASE DO NOT FORGET TO INCLUDE A CHECK FOR YOUR DUES PAYABLE TO "DCHS."

Locations

Carson Valley Museum & Cultural Center

1477 Old US 395 N Suite B
Gardnerville, NV 89410

Email: dchs@HistoricNV.org



Locations

Courthouse Museum Genoa

2304 Main St.

Genoa Nevada, 89411

Email: dchs@HistoricNV.org

775-782-4325



Membership



→ MEMBERSHIP

WAYS TO SUPPORT

VOLUNTEER

Ideas belong here. So do you.

Become a member of the Nevada Museum of Art and visit free for an entire year with access to all member-exclusive benefits, programs and savings. You can also give a membership as a gift!

MEMBERSHIP UPDATE

In the coming months, you'll notice significant enhancements to the Museum, including:

- The opening of the new *Charles and Stacie Mathewson Education and Research Center* (Spring 2025)
- Expanded offerings in the E.L. Cord Museum School
- Increased opportunities to engage with art and artists
- Renovated lobby and cafe
- Additional parking

To maintain our high-quality services and expand offerings, we are adjusting and increasing membership fees and benefits for the first time in 15 years. The new member pricing will affect our Senior, Art for One, Art for Us, and Scholar membership levels and will take effect on September 1, 2024.

If you have any questions or would like more information about the benefits allocated to Museum members, please contact [Ela Zawadzka](#), Director of Membership and Giving.

Benefits for all members:

- Free admission to every exhibition presented throughout the year.
- Additional savings in the [Shop](#) and [Café](#)
- Tuition discounts on [E. L. Cord Museum School classes and workshops](#)
- Digital membership cards
- Savings up to 20% on tickets and performances
- Invitations and discounts to special Members-Only offers
- Subscription to NOTE, the Museum's event calendar and exhibition guide
- E-mail updates on events, programs and member opportunities



[Ela Zawadzka](#)

Director of Membership and Giving

CALL 775.398.7232

EMAIL ELA

Membership Levels

STUDENT | \$30

Includes benefits for all members

[JOIN](#) | [RENEW](#) | [GIFT](#)

SENIOR | \$45

Includes benefits for all members, plus:

- One guest pass

[JOIN](#) | [RENEW](#) | [GIFT](#)

SENIOR DUAL | \$90

Includes benefits for all members, plus:

- Two guest passes

[JOIN](#) | [RENEW](#) | [GIFT](#)

ART FOR ONE | \$50

Includes benefits for all members, plus:

- One guest pass

[JOIN](#) | [RENEW](#) | [GIFT](#)

ART FOR US | \$100

Includes benefits for all members, plus:

- Free admission for family's children and grandchildren (up to age 18)
- Two guest passes

[JOIN](#) | [RENEW](#) | [GIFT](#)

SCHOLAR | \$250

Includes benefits for all members, plus:

- Free admission for family's children and grandchildren (up to age 18)
- Two complimentary admissions for guest(s) when accompanied by member + two sharable guest passes
- NARM membership*

[JOIN](#) | [RENEW](#) | [GIFT](#)

COLLECTOR'S CIRCLE | \$500

Includes benefits for all members, plus:

- Free admission for family's children and grandchildren (up to age 18)
- Two complimentary admissions for guest(s) when accompanied by member + four sharable guest passes
- NARM membership*
- Invitations to collection-oriented events

[JOIN](#) | [RENEW](#) | [GIFT](#)

SIERRA CIRCLE | \$1,000

Includes benefits for all members, plus:

- Free admission for family's children and grandchildren (up to age 18)
- NARM membership*
- Four complimentary admissions for guest(s) accompanied by member + four sharable guest passes
- Invitations to collection-oriented events
- Invitations to Premiere Dinners
- Curator-led tours of feature exhibitions
- Recognition in the Annual Report
- Invitations to travel on private Art Trips

[JOIN](#) | [RENEW](#) | [GIFT](#)



STAKEHOLDER CIRCLE | \$2,500

CURATOR'S CIRCLE | \$5,000

NEVADA MUSEUM ART

Today's Hours 10 am – 8 pm

Event Calendar



- Free admission for family's children and grandchildren (up to age 18)
- NARM membership*
- Four complimentary admissions for guest(s) accompanied by member + four sharable guest passes
- Invitations to collection-oriented events
- Invitations to Premiere Dinners
- Curator-led tours of feature exhibitions
- Recognition in the Annual Report
- Invitations to travel on private Art Trips
- Complimentary catalogue/book of Museum-curated exhibitions
- Upper Level luncheon with CEO
- Free admission to general public programs** (excludes concerts and symposiums)
- 20% savings on rental of Museum event spaces

[JOIN](#) | [RENEW](#) | [GIFT](#)

- Free admission for family's children and grandchildren (up to age 18)
- NARM membership*
- Four complimentary admissions for guest(s) accompanied by member + four sharable guest passes
- Invitations to collection-oriented events
- Invitations to Premiere Dinners
- Curator-led tours of feature exhibitions
- Recognition in the Annual Report
- Invitations to travel on private Art Trips
- Complimentary Catalogue/book of Museum-curated exhibitions
- Upper Level luncheon with CEO
- Free admission to general public programs** (excludes concerts and symposiums)
- 20% savings on rental of Museum event spaces

[JOIN](#) | [RENEW](#) | [GIFT](#)

DIRECTOR'S CIRCLE | \$10,000

FREE EDUCATOR MEMBERSHIP

Includes benefits for all members, plus:

Includes benefits for all members:

- Free admission for family's children and grandchildren (up to age 18)
- NARM membership*
- Four complimentary admissions for guest(s) accompanied by member + four sharable guest passes
- Invitations to collection-oriented events
- Invitations to Premiere Dinners
- Curator-led tours of feature exhibitions
- Recognition in the Annual Report
- Invitations to travel on private Art Trips
- Complimentary Catalogue/book of Museum-curated exhibitions
- Upper Level luncheon with CEO
- Free admission to general public programs** (excludes concerts and symposiums)
- 20% savings on rental of Museum event spaces
- Private event with a curator
- Private annual Director's Circle Dinner

- Membership is available for Nevada's K-12 educators. Educators must be actively teaching in Nevada and have an active school district email.

[Apply for a Free Educator Membership](#)

[JOIN](#) | [RENEW](#) | [GIFT](#)

* [The North American Reciprocal Museum \(NARM\) Association](#)® network is a mosaic of 1,380 art museums and galleries, historical museums and societies, botanical gardens, children's museums, zoos, and more. When you sign up with your favorite participating NARM institution, you can receive reciprocal membership benefits across the United States, Bermuda, Canada, the Cayman Islands, Puerto Rico, and Mexico.



160 West Liberty
Reno, Nevada 89501

- About the Museum
- Shop
- Café
- Host an Event
- Employment
- FAQ
- Press Room
- Contact Us

775.329.3333
art@nevadaart.org

Monday	Closed
Tuesday	10 am – 6 pm
Wednesday	10 am – 6 pm
Thursday	10 am – 8 pm
Friday	10 am – 6 pm
Saturday	10 am – 6 pm
Sunday	10 am – 6 pm

Subscribe for Newsletter Updates



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© 2020 Nevada Museum of Art | Donald W. Reynolds Center for the Visual Arts | E. L. Wiegand Gallery



BECOME A MEMBER

BASIC MEMBERSHIP BENEFITS

Free admission to all Nevada State Museums:

- Nevada State Museum, Carson City
- Nevada State Railroad Museum, Carson City
- Nevada Historical Society, Reno
- Nevada State Museum, Las Vegas
- Lost City Museum, Overton
- Boulder City Railroad Museum, Boulder City
- East Ely Railroad Depot Museum, Ely

- 15% discount at all Nevada State Museum Stores & 50% discount on railroad museum train rides
- Invitations to special events and exhibit openings at the Nevada State Museum, Carson City
- *Mint Edition* Email Newsletter
- Eligibility to join Friends of the Nevada State Museum, Carson City

MEMBERSHIP LEVELS

Individual: \$45

Senior Individual: \$25

Family: \$75

Senior Family: \$55

ENHANCED MEMBERSHIPS

Your Enhanced membership includes the Basic benefits plus:

Sustaining: \$125 (senior sustaining \$105)

- Guest passes for free admission for up to four adults

Contributing: \$250

- Guest Passes for free admission for up to six adults

Patron: \$500

- Exclusive Curator's Tour (Please contact museum to schedule)
- Guest Passes for free admission for up to six adults

Benefactor: \$1,000

- Silver "CC" Medallion minted on Coin Press No. 1
- Acknowledgement on the Recognition Wall near the museum's entrance
- Exclusive Curator's Tour (Please contact museum to schedule)
- Guest Passes for free admission for up to six adults

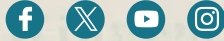
Senior discounts applied for members aged 65 and up. Please contact us for information on veteran and student discounts.

MAKING MEMORIES AT THE MUSEUM.

CLICK ON THE FORM ABOVE FOR A PRINTABLE COPY.



(775) 687-4810



ADMISSION

**FREE FOR
MUSEUM MEMBERS**

*\$10 Adults
Free for Children 17 & under*

BECOME A MEMBER

HOURS

The museum is open from 8:30 a.m. to 4:30 p.m. Tuesday through Sunday.

LOCATION

600 N. Carson Street
Carson City, NV 89701

GET DIRECTIONS

Nevada State Museum | Carson City

401 N. Carson Street
Carson City, NV 89701

(775) 687-4810



- About
- Make an Appointment
- Location, Hours & Admission
- Facility Rentals
- Museum Store

- Support the Museum
- Museum Memberships
- Exhibits
- Tours & Groups
- Nevada Museums & History

- Nevada Culture
- TravelNevada
- Indian Commission
- Nevada Arts Council
- ADA Assistance



Company: _____

Address: _____

Phone #: _____

E-Mail: _____

Website: _____

Date of Application: _____

Name: _____

Title: _____

Recruited by: _____

Remittance Enclosed

\$150 Voting Member

or

\$ 50 Associate Member

All new applications are subject to approval by the Reno-Tahoe Territory Executive Committee.

Make Checks payable to:

Reno-Tahoe Territory

PO Box 6777

Stateline, NV 89449

(775) 588-5900 x314

info@renotahoe.com

Voting Member - \$150

- May vote on action items
- Eligible to hold an office on the RTT Executive Committee and to serve on RTT Committees.
- Expanded listing, photos, videos and links on www.RenoTahoe.com.
- Receives priority in hosting RTT meetings.

or

Associate Member - \$50

- Receives all monthly notices, minutes and special mailings.
- May serve on committees and work on projects as space allows.
- May host a RTT meeting.

MEETINGS

- Reno-Tahoe Territory meetings are typically held on the **2nd Wednesday** of each month at 10AM and are generally followed by lunch, optional site inspections and sometimes optional activities.
- Attending a meeting is free.
- Lunch fee is \$25.
- RSVP is required for meeting and lunch.
- Meeting locations vary in order to provide members with an opportunity to become acquainted with the individual areas of the Territory. This is also an opportunity for businesses to showcase renovations, new restaurants, etc.
- Voting Members receive priority as a meeting site to showcase their business.

Reno-Tahoe Territory Goals & Objectives

- To promote tourism to and within the Reno-Tahoe Territory.
- To efficiently communicate leads, opportunities, and messaging between the Nevada Division of Tourism and members of the Reno-Tahoe Territory.
- To encourage visitors to stay longer, to visit more often and to spend more.
- To discover and promote tourism related businesses within the Reno-Tahoe Territory.
- To foster the sharing of information and exchanging of ideas between parties interested in tourism within the Reno-Tahoe Territory.
- To provide networking opportunities for travel industry peers within the region.

RenoTahoe.com

MEMBERSHIP INFORMATION

Voting Member - \$150

A public or private sector company/organization holds the membership; it does not transfer should the representative leave the company/organization. Voting Membership entitles the company to one individual vote at all meetings and representation on committees. More than one individual employed by the member company/organization may serve on committees on behalf of that company.

Associate Member - \$50

An optional category, this allows a company or individual to get acquainted with the Reno-Tahoe Territory and remain on the mailing list for one year without obligation.

Members in this category do not have voting privileges and do not normally serve on committees unless space allows.

Associate Membership can be upgraded to Voting at any time during the year.

Annual Dues, in both categories, cover one calendar year from the date dues and application are received. Meetings are open to the public and any interested member of the Nevada Tourism industry is eligible to receive notices for three months without obligation. However, failure to participate or otherwise notify the RTT of continued interest may result in being deleted from the contact list.



The Reno-Tahoe Territory is one of six destination marketing organizations formed by the Nevada Commission on Tourism to promote tourism both “to and within” the State.

The geographic region includes Reno, Lake Tahoe (Nevada), Carson City, Carson Valley, Virginia City, Pyramid Lake and other areas of Douglas, Storey and Washoe Counties.

The members of the RTT include representatives from all facets of tourism in the region – including convention and visitors bureaus, chambers of commerce, hotels, motels, casinos, attractions, transportation companies, restaurants, etc.

Projects originate from the ideas of members and are funded, in part, by the Nevada Commission on Tourism’s Rural Grants Programs.

**YOU Should Be a Member of the
Reno-Tahoe Territory!**



MEMBERSHIP

Memberships

- \$50.00 - Artist
- \$200.00 - Friend
- \$500.00 - Advocate
- \$1,000.00 - Guarantor
- Renew Annually

MEMBERSHIPS



Nes Lepra Installation

NEW MEMBERSHIP PERKS!

We also have great gift options for your family and friends, or yourself! Consider the gift of a membership, gift certificates for upcoming classes or a one of a kind locally made coffee mug by Pinyon Pottery.

Become A Member Today:

[Join](#)

Schedule Your Visit Here:

[Book](#)

Share Your Voice and Priorities with Us:

[Survey](#)

As a 501(c)3 nonprofit, we rely heavily upon memberships and donations to help us continue our mission and care for this amazing historic property. Please consider joining our loyal family of supporters. With so many engaging and exciting programs and events supporting artists, history and our community, there is something for everyone.

All members receive complimentary access to come create in our art studio, print room, or arts library/lounge during our open hours.* Complimentary access to the photography dark room and printing press in the print room are available to members with Ambassador Level or above.

This exciting new offering gives artists, photographers, makers, and writers the chance, at minimal cost, to spend the day in a beautiful historic property that has been home to creative souls since 1964.

**Please confirm dark room and print room availability in advance*

All members receive complimentary admission to visit our art galleries, or take historical tours. We offer scheduled timeframes on our [Book](#) page, however members are invited to spend the day to view, learn, relax, and enjoy this magical building and views.

All members received discounted Art Lab fees (students participating in that month's Art & Cocktails Class receive complimentary admission).

Ambassador Level Members and above have the unique opportunity to individually rent one or more of our 15 guest rooms, outside of special group rentals.

**blackout dates, rules and restrictions may apply*

Artist Guild - \$25/year

- Complimentary Art Gallery Access for Member, including Art After Dark*
- Complimentary Historical Tours for Member, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (excludes printing press)
- 5% Discount Art and Souvenir Purchases
- Waived Artist Exhibition and Residency Fees
- Complimentary 2-Hour Paranormal Investigation Extension (requires purchase of initial paranormal tour from 8-10pm)
- Complimentary Newsletter
- Reduced Holiday Faire Table Fees
- Advance Ticket Purchase Options

Enthusiast - \$50/year

- Complimentary Historical Tours for Member, including Art After Dark*
- Complimentary Art Gallery Access for Member, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- Complimentary Access to Create in Art Studio, Print Room (excludes printing press), and Arts Library During Open Hours
- 7.5% Discount on Art & Souvenir Purchases
- Waived Artist Exhibition and Residency Application Fees
- Complimentary 2-Hour Paranormal Investigation Extension (requires purchase of primary paranormal tour 8-10pm)
- Advance Ticket Purchase Options
- Complimentary Newsletter
- Reduced Holiday Faire Table Fees

Advocate - \$75/year

- Complimentary Art Gallery Access for Member, including Art After Dark*
- Complimentary Historical Tours for Member, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 10% Discount on Art & Souvenir Purchases
- Complimentary 2-Hour Paranormal Investigation Extension (requires purchase of initial 8-10pm investigation)
- Waived Artist Exhibition & Residency Application Fees
- Complimentary Newsletters
- Reduced Holiday Faire Table Fees
- Advance Ticket Purchase Options
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (excludes printing press) During Open Business Hours

Ambassador - \$100/year

- Complimentary Art Gallery Access for Member, including Art After Dark*
- Complimentary Historical Tours for Member, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 15% Discount on Art & Souvenir Purchases
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Hours
- Complimentary 2-Hour Paranormal Tour Extension (requires purchase of initial 8-10pm paranormal tour)
- Waived Artist Exhibition & Residency Application Fees

- Complimentary Newsletters
- Reduced Holiday Faire Table Fees
- Advance Ticket Purchase Options
- Access to Rent Individual Guest Rooms (blackout dates apply)

Hero - \$250/year

- Complimentary Art Gallery Access for Member + 1 Guest, including Art After Dark*
- Complimentary Historical Tours for Member + 1 Guest, including Art After Dark*
- 15% Discount on Art & Souvenir Purchases
- Discounted Art Lab & Certain Special Event Fees
- Complimentary 2-Hour Paranormal Investigation Extension (requires purchase of initial 8-10pm investigation)
- Waived Artist Exhibition & Residency Application Fees
- Complimentary Newsletters
- Reduced Holiday Faire Table Fees
- Advance Ticket Purchase Options
- 10% Discount Room Rental Rates
- Access to Rent Individual Guest Rooms (blackout dates apply)
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours

Visionary - \$500/year

- Complimentary Art Gallery Access for Member + 1 Guest, including Art After Dark*
- Complimentary Historical Tours for Member + 1 Guest, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 15% Discount Art & Souvenir Purchases
- 15% Discount Room Rentals
- Complimentary 2-Hour Paranormal Investigation Extension (advance purchase of initial 8-10pm investigation required)
- Advance Ticket Purchase Options
- Waived Artist Exhibition & Residency Application Fees
- Reduced Holiday Faire Table Fees
- Complimentary Newsletters
- Access to Rent Individual Guest Rooms (blackout dates apply)
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours

Connoisseur - \$1,000/year

- Complimentary Art Gallery Access for Member + 1 Guest, including Art After Dark*
- Complimentary Historical Tours for Member + 1 Guest, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 15% Discount Art & Souvenir Purchases
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours
- Complimentary 2-Hour Paranormal Investigation (requires purchase of initial 8-10pm investigation)
- Access to Rent Individual Guest Rooms (blackout dates apply)
- 15% Room Rental Discount
- 15% Building Rental Discount
- Waived Artist Exhibition & Residency Application Fees
- Reduced Holiday Faire Table Fees
- Advance Ticket Sale Options
- Complimentary Newsletters
- 1 Complimentary Guest Room Rental Per Year (blackout dates apply)

Corporate Champion - \$1,500/year

- Complimentary Art Gallery Access for Member + 1 Guest, including Art After Dark*
- Complimentary Historical Tours for Member + 1 Guest, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 15% Discount Art & Souvenir Purchases
- 20% Discount Guest Room and Building Rentals
- Access to Rent Individual Guest Rooms
- Complimentary 2-Hour Paranormal Investigation for Member + 1 Guest (purchase of initial 8-10pm paranormal investigation required)
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours
- Corporate Logo and Recognition on Website and Appropriate Email Campaigns

- Advance Ticket Purchase Options
- Complimentary Newsletters
- Waived Holiday Faire Table Fees

Director's Circle - \$2,000/year

- Complimentary Art Gallery Access for Member + Guests, including Art After Dark*
- Complimentary Historical Tours for Member + Guests, including Art After Dark*
- Discounted Art Lab & Certain Special Event Fees
- 15% Discount Art & Souvenir Purchases
- Access to Rent Individual Guest Rooms
- 20% Discount Guest Room & Building Rentals
- 4 Complimentary Guest Room Rentals Per Year (blackout dates apply)
- Complimentary 2-Hour Extended Paranormal Investigation (requires purchase of initial 8-10pm paranormal investigation)
- Waived Artist Exhibition & Residency Application Fees
- Waived Holiday Faire Table Fees
- Complimentary Access to Create in Art Studio, Arts Library, and Print Room (includes printing press) During Open Business Hours
- Invitation to Join Executive Director's Advisory Panel
- Complimentary Newsletters
- Advance Ticket Purchase Options

Convenient online enrollments and renewals are available, [simply click here](#) or on the member level above that you are interested in. Thank you for helping us achieve our mission and continue St. Mary's Art Center's amazing legacy.

If you have questions or challenges, please [Join Now](#) 7.7774 (main) or via our Contact Page on this

Please Take a Brief Survey and Share Your Opinions and Priorities With Us!

<https://www.stmarysartcenter.org/survey>

Programs have been funded in part by members, donors, the Nevada Arts Council, a state agency, The National Endowment for the Arts, a federal agency, a federal agency.

Additional funding and grants have been provided and support our programming and preservation work by Storey County, and Google.

We thank all of our supporters, grantors, and members for their generous contributions, allowing us to continue with our Mission, and preservation of this historic 1876 property.



YouTube 197K

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Destination Membership

2024



Travel moves people, and we can move travel.

Welcome to **Tourism Cares**, the global non-profit focused on empowering travel and tourism companies in their sustainability journeys. In order for travel to be a force for good, travel companies need to be equipped with the tools, best practices, connections and resources to make it so. Tourism Cares provides that for our membership.

At Tourism Cares, we bridge the “why” and “how” of meaningful travel to create actionable, positive change in communities around the world. We deliver this through our mission-driven programming, including:

- Cross-sector networking + relationship-building
- Thought leadership in Sustainable Tourism Development
- Professional development + training for tourism professionals
- Global product development support
- Non-profit + social enterprise capacity-building
- Immersive experiences & volunteering

Exclusive engagements + opportunities

Members receive first access to signature events, like our Global and North American Meaningful Travel Summits, virtual engagements and exclusive educational content on our Meaningful Travel Platform. And, we show off your commitment with high-visibility marketing opportunities.

Professional development for your team

We make sustainable tourism topics more comprehensive through our library of tools, training and resources, webinars, and personalized 1:1 meaningful travel consultation through our “Sustainability Help Desk” appointments.

A community of champions

There is no stronger community than the tourism industry. We are built on relationships, on friendships and on the foundation that we are better together. Through virtual and in-person events, directories and facilitated connections, you have access to like-minded tourism professionals to help build your business.



@TourismCares

JOIN US | WWW.TOURISMCARES.ORG/BECOME-A-MEMBER

Tourism Cares by the numbers

Tourism Cares members are part of a greater mission to create positive social, environmental and economic impact for the people and places of travel around the world. **Here's a snapshot in numbers.**

160 MEMBER COMPANIES

who represent every sector of travel unite around the same end goal - to use tourism to change the world.



1.2 MILLION PEOPLE

receive the message of sustainability through media and association partnerships



HUNDREDS OF COMMUNITIES

benefit from our members prioritizing sustainability

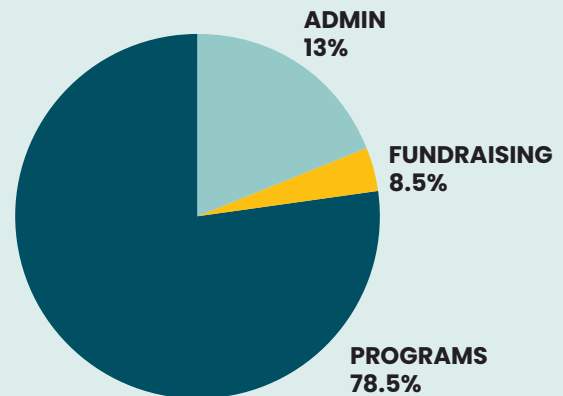


40+ DESTINATIONS

served by Tourism Cares through events and partnerships

WHERE YOUR MONEY GOES

we prioritize exceeding non-profit standards, working to ensure as much funding as possible goes directly to programs that serve the people and places of travel.

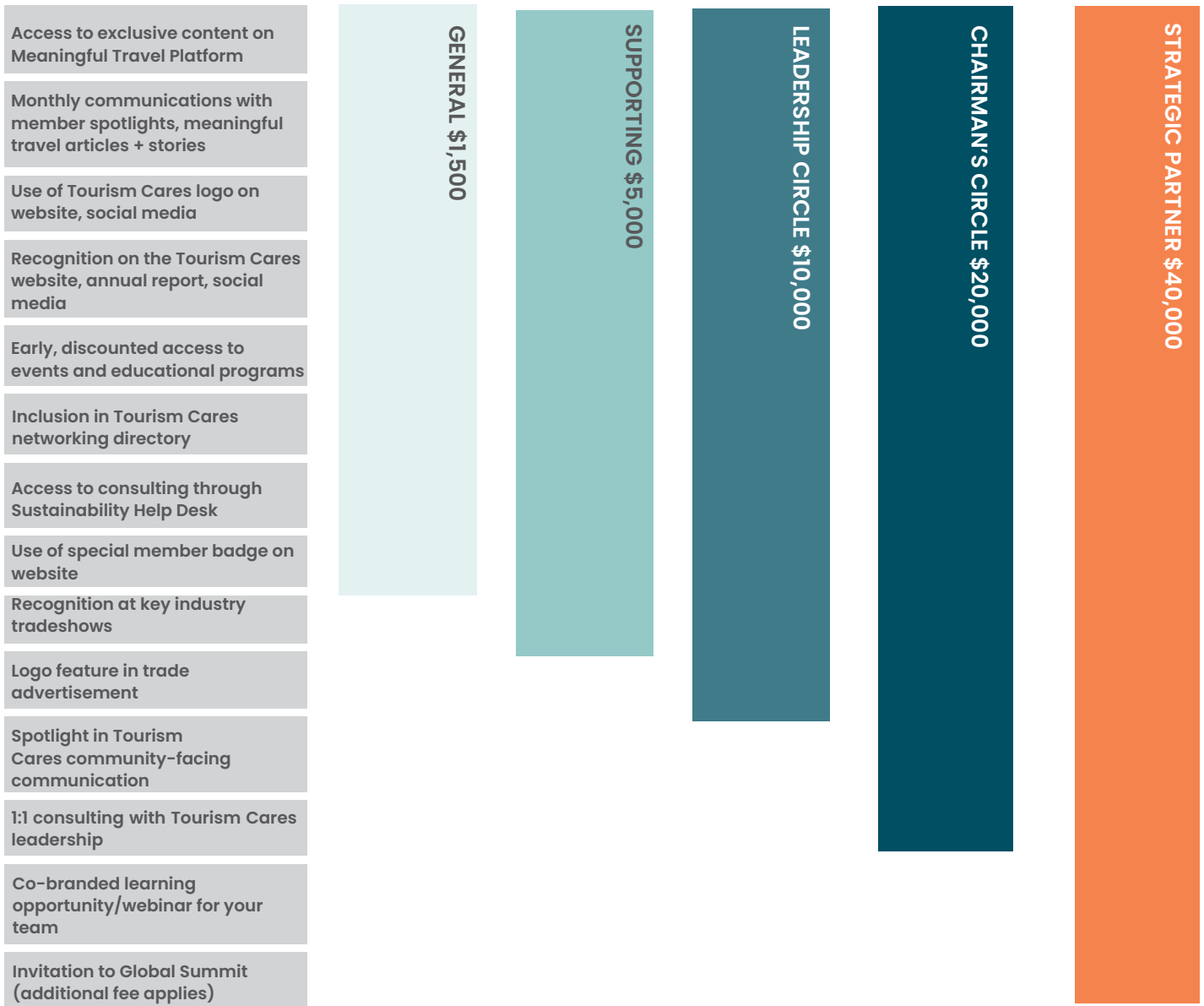


THE STUFF YOU CAN'T PUT A NUMBER ON.

Supporting Tourism Cares directly impacts tourism's greatest assets - people and places.

Tourism Cares has a long history of bringing our industry together and mobilizing it to create change. What started with relief and revitalization efforts has grown into greater involvement and investment in social and environmental impact organizations. The work we are doing today provides real and sustainable change and many direct economic benefits for communities around the world.

Membership Levels + Base Benefits



MEANINGFUL TRAVEL MAP

A helpful tool to support sustainable tourism

What is the Meaningful Travel Map?

The Tourism Cares Meaningful Travel Map is an interactive B2B tool that directly connects the travel trade and sustainably-minded visitors with vetted, community-led enterprises, products, services, accommodations and tours in destinations around the world.

Meaningful travel ensures direct benefits for host communities, protects cultural and environmental assets, and connects guests with destinations in deeper way. By coming together as a unified industry, we can best serve the people and places of travel in an equitable and sustainable manner

By participating in the Meaningful Travel Map, destinations can:

- Amplify their destination's sustainability journey to the travel trade and local partners
- Expand the economic impact of tourism to diverse and smaller communities
- Create opportunities for local impact organizations to become a part of the tourism supply chain
- Increase their market share of the growing global demand for sustainable travel experiences
- Embed their map on DMO website to connect vetted impact partners to leisure travelers and groups

Being a part of the Meaningful Travel Map can create ripple effects for your community, serving as a destination development tool that can help scale social enterprises and other community-led organizations to benefit from tourism dollars.

Visit www.tourismcares.org/meaningful-map



Meaningful Travel Map User Feedback

"Explore Edmonton is very excited to be participating in the creation of this Meaningful Map as we're a destination focused on encouraging responsible travel. Having an awareness of where and how your dollars are being spent as a traveler is incredibly important, and we're glad to see that this is becoming a more commonly shared value amongst travelers. This map allows tour operators to easily seek out meaningful travel experiences for their clients and hopefully discover opportunities that they didn't know existed."

Carson City Culture & Tourism Authority dba Visit Carson City
Cultural Corridor Budget Narrative Backup
- Nancy Gordon at Explore Edmonton



MEANINGFUL MAP OPPORTUNITIES FOR DESTINATIONS

Destinations can choose to add a Meaningful Map package to their membership base contribution to increase overall giving and membership level recognition throughout the year.

+ INCLUDED WITH GENERAL MEMBERSHIP (\$1,500)

- Your destination added to the Tourism Cares Meaningful Travel Map, including a destination-specific profile pin
- Consultation on criteria, objectives and vetting of prospect list
- Introduction to Future of Tourism Coalition's Guiding Principles for sustainable tourism development

+ \$5,000

- Your destination added to the Tourism Cares Meaningful Travel Map, including a destination-specific profile pin
- Consultation on criteria, objectives and vetting of prospect list
- Introduction to Future of Tourism Coalition's Guiding Principles for sustainable tourism development
- Marketing of map to Tourism Cares community and travel trade including:
 - Destination spotlight in Tourism Cares newsletter (circulation 13,700) and social media channels (combined reach 28,000+)
 - Promotional/marketing toolkit developed for your team

+ \$15,000

- Your destination added to the Tourism Cares Meaningful Travel Map, including a destination-specific profile pin
- Consultation on criteria, objectives and vetting of prospect list
- Introduction to Future of Tourism Coalition's Guiding Principles for sustainable tourism development
- Opportunity to extend Tourism Cares Professional Membership to map site representatives
- Marketing of map to Tourism Cares community and travel trade including:
- Destination-specific email sent to Tourism Cares subscribers (13,700+) and campaign on social media channels (combined reach 28,000+)
 - Promotional/marketing toolkit developed for your team
 - Print and digital travel trade advertisement highlighting your destination's impact organizations (circulation of 1.2 million)

+ DESTINATION FAM TOURS | \$25,000

- Your destination added to the Tourism Cares Meaningful Travel Map, including a destination-specific profile pin
- Consultation on criteria, objectives and vetting of prospect list
- Introduction to Future of Tourism Coalition's Guiding Principles for sustainable tourism development
- Grant funding to a mutually agreed upon organization
- Marketing of map to Tourism Cares community and travel trade including:
- Destination-specific email sent to Tourism Cares subscribers (13,700+) and campaign on social media channels (combined reach 28,000+)
 - Destination featured in Tourism Cares hosted webinar or education session
 - Promotional/marketing toolkit developed for your team
 - Print and digital travel trade advertisement highlighting your destination's impact organizations (circulation of 1.2 million)
- A "Tourism Cares Meaningful Map" branded familiarization tour - includes prospecting and invitation support, optional education session and additional marketing benefits.

+ IMPACT ADD-ONS

- Meaningful Travel Summit: Destinations interested in hosting a Tourism Cares signature Meaningful Travel Summit event are encouraged to reach out to Kati.Hagedorn@tourismcares.org for a hosting packet.
- Destination Consultant: For those who wish to invest in helping more impact organizations and small businesses become "tourism ready", Tourism Cares can recommend a number of talented and well-connected consultants.



DESTINATION MEMBERSHIP ADD-ONS

Membership Brochure / 2024

**Tourism
Cares**

MEANINGFUL TRAVEL EXPERIENCE WITH IPW

Sponsorship

Chicago, IL | June 15, 2025

Over the last seven years, Tourism Cares has worked with U.S. Travel Association's IPW and its host destination in activating conference attendees to make a difference in the communities where they're visiting.

In 2025, IPW will bring travel professionals from around the world together to conduct business and renew relationships globally. As the leading inbound travel trade show, past IPWs have generated more than \$5.5 billion in future travel by connecting U.S. travel exhibitors with travel buyers and media to promote their product and negotiate future business, securing America's position as a foremost global travel destination and showcasing the best of what the U.S. has to offer.

By engaging with local stakeholders in the IPW host community of Chicago, Tourism Cares will design an experience that will spotlight organizations dedicated to supporting the community and preserving local culture and the environment. The program will emphasize the importance of supporting local initiatives, prioritizing the voices of the community to fully engage visitors with the unique qualities of this destination.

+ GOLD / \$10,000

- Top level branding at Tourism Cares booth
- Three complimentary registrations to attend the event
- Speaking opportunity at event
- Form press release to share with your community
- Recognition on Tourism Cares website, social media and in all event communications to community database of 13,700+
- Logo prominence on event communications

+ SILVER / \$5,000

- Logo recognition at Tourism Cares booth on the show floor
- Two complimentary registrations to attend the event
- Recognition on Tourism Cares website, social media and in all event communications to community database of 13,700+
- Logo recognition on event communications

+ BRONZE / \$2,500

- Recognition at Tourism Cares booth on the show-floor
- One complimentary registration to attend the event
- Recognition on Tourism Cares website, social media and in all event communications to community database of 12,000+
- Listing on event communications

Learn More and Join Us

www.tourismcares.org/ip

W

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FUNDRAISING AUCTION AT USTOA

Sponsorship

Marco Island, FL | December, 2024

Our Online Auction directly funds Tourism Cares efforts to unite the travel industry and to be a catalyst of positive social, environmental, and economic impact for the people and places of travel. From education and training programs for travel professionals, to grant funding to community organizations on the ground in the destinations we serve, to platforms to build stronger business relationships – Tourism Cares is making every effort to use the power of travel to build back better.

The Auction is held in conjunction with the United States Tour Operator (USTOA) Annual Conference and Marketplace. USTOA is a professional, voluntary trade association created with the primary purpose of promoting integrity within the tour operator industry. Since USTOA's inception in 1972, the USTOA Annual Conference & Marketplace has distinguished itself for being the premier travel industry event in the United States that brings together the leading North American travel companies with tourism suppliers and destinations from around the globe in an intimate and exclusive setting.

+ \$5,000

- Logo inclusion on-site at the USTOA Annual Conference
- Logo recognition on the Tourism Cares and USTOA websites
- Recognition in a post auction results email
- Recognition in the Tourism Cares Annual Report
- Recognition in auction related communications and in Tourism Cares online newsletter

+ \$2,500

- Logo recognition on the Tourism Cares and USTOA websites
- Recognition in a post auction results email
- Recognition in auction related communications and in Tourism Cares online newsletter

+ AUCTION DONATION

Companies may donate an auction package valued at \$3,000 or above and have their brand and product in front of a consumer audience via Charitybuzz, and through Tourism Cares' networks of leading travel associations, including USTOA.

Please note: 50% of the package value will be allocated to membership total.

Learn More

www.tourismcares.org/auction

MEANINGFUL TRAVEL MAP

As the way we travel continues to evolve, we have seen the demand for more authentic sustainable travel experiences continue to grow. As a direct call to action, Tourism Cares has created a tool for travel professionals that satisfies that demand and actualizes the power of travel.

The Tourism Cares Meaningful Travel Map is a B2B tool that helps the travel trade and sustainably-minded travelers easily source organizations making positive social and environmental impacts in destinations. This interactive global map directly connects travel professionals with sustainable, community-led enterprises, products, services, accommodations and tours, creating a competitive advantage to the growing consumer demand of sustainable travel and providing direct impact on the people and places of travel.

Your support of the Meaningful Travel Map helps the platform to grow, engaging more global organizations and building connections to the travel trade.

+ \$5,000

- Top level profile in the Partner Section of the Meaningful Map website including pictures, brochures and more information on your organization's sustainability efforts
- Logo recognition on the Tourism Cares website
- Partner toolkit for marketing + promotion
- Recognition in the Tourism Cares Annual Report
- Mention in Tourism Cares newsletter as top level supporter of Meaningful Map
- Form press release to share with your community

+ \$2,500

- Profile inclusion in the Partner Section of the Meaningful Map website including pictures, brochures and more information on your organization's sustainability efforts
- Logo recognition on the Tourism Cares website
- Partner toolkit for marketing + promotion
- Form press release to share with your community
- Recognition in Tourism Cares Annual Report

+ \$1,000

- Listing on the Tourism Cares website and Meaningful Map webpage
- Mention in any program related communications, press and in Tourism Cares Annual Report

To support at a higher sponsorship level, please contact the Tourism Cares team to review any additional benefits available.

Learn More

www.tourismcares.org/meaningful-map

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MEANINGFUL TRAVEL PLATFORM

Tourism Cares strives to do the right thing today before it becomes a requirement tomorrow. The Meaningful Travel Platform is an online learning platform that covers topics and implementation strategies to tackle some of the most challenging issues in our industry. From animal welfare in tourism to human-trafficking in our value chains, to climate action planning, this Platform is a clearing house for training, tools and resources in our industry to be proactive in providing more meaningful ways to do business.

Access to the Meaningful Travel Platform contains three components:

- Meaningful Education: Modular digital learning on topics addressing human trafficking, sustainability, animal welfare, responsible consumption, child welfare, to name a few.
- Meaningful Research: Industry in-depth thought leadership, research and whitepapers.
- The Meaningful Travel Map: Social enterprises, non-profit organizations, and community-led experiences, product, and tours that have been developed, invested in, or vetted by Tourism Cares.

+ \$5,000

- Logo displayed on Meaningful Travel Platform site
- Logo displayed on chapter education segment of your choosing
- Opportunity to guest author content or branded case study or content inclusion
- Mention in any program related communications, press and in Tourism Cares Annual Report

+ \$2,500

- Logo displayed on Meaningful Travel Platform site
- Branded case study or content inclusion
- Mention in any program related communications, press and in Tourism Cares Annual Report

+ \$1,000

- Listing on the Tourism Cares website
- Mention in any program related communications, press and in Tourism Cares Annual Report

To support at a higher sponsorship level, please contact the Tourism Cares team to review any additional benefits available.

PATHWAYS PROJECT

Diversifying voices that deliver authentic and diverse stories is critical for creating greater racial equity, preserving history, increasing cultural understanding and embracing sustainable practices in the tourism industry. Tourism Cares, TripSchool, and the Media Arts Institute of Alabama have joined together to launch the Tourism Pathways Project, a workforce development initiative designed to recruit, train and place individuals from under-represented communities and diverse cultural backgrounds in positions as Tour Directors, Tour Guides, Cultural Heritage Interpreters, Storytellers, and Tourism Entrepreneurs.

We are developing guide and entrepreneurship training programs that will specifically recruit, train, and place BIPOC (Black, Indigenous, People of Color) candidates with tour operators to lead authentic escorted group experiences. This workforce development program is designed to align with core fundamental thinking of many large and small tour companies to promote diversity, equity and inclusion in our industry.

+ PLATINUM / \$20,000

- Top level branding
- Speaking opportunity at training trip
- Feature in Tourism Cares newsletter and Annual Report
- Logo recognition on program website
- Form press release to share with your community
- Top level mentions in press release and media communications
- Program logo usage

+ GOLD / \$10,000

- Feature in Tourism Cares newsletter
- Mention in Tourism Cares newsletter and Annual Report
- Form press release to share with your community
- Logo recognition on program website
- Program logo usage

+ SILVER / \$5,000

- Form press release to share with your community
- Logo recognition on program website
- Mention in press release and media communications
- Program logo usage

+ BRONZE / \$1,000

- Listing on program website
- Mention in press release and media communications
- Program logo usage

GRANT PROGRAMS

A vital part of the Tourism Cares mission is to award capacity-building and infrastructure grants to nonprofit organizations and social enterprises for projects/programs at tourism-related cultural, historic, and natural sites around the world. Members can allocate funding in any amount to a grant fund of their choosing, but we also offer the following benefits at the levels outlined below.

We currently offer three grant funds to support our mission-driven work:

The Destination Disaster Recovery Fund focuses on restoring and rebuilding tourism resources and infrastructure that have been impacted by disasters. Our strategy revolves around recovery investments to rebuild tourism assets and help bring back quality of life at a destination once tourism begins to recover.

The Impact Travel Fund focuses on investing in the resiliency of destinations through community-level tourism initiatives. This fund creates a sustainable value chain by investing in organizations that create social and environmental impact around tourism destinations.

Diversity in Tourism Grants directly support programs and activities that increase diversity, equity and inclusion within travel, build capacity for underrepresented markets and amplify voices representative of the entire travel and tourism industry. The industry's greatest asset remains the cultural diversity of the destinations and communities it visits

+ \$5,000

- Logo recognition in support of project/fund
- Opportunity to consult with grantee through 1:1 session
- Form press release to share with your community
- Recognition on Tourism Cares website, social media and in grant-related communications
- Recognition in Tourism Cares newsletter
- Logo presence on program communications, and mention in Annual Report
- Top level logo inclusion in Grant Report

+ \$2,500

- Recognition in support of project/fund
- Form press release to share with your community
- Recognition on Tourism Cares website, social media and in grant-related communications
- Listing in program communications, and mention in Annual Report
- Logo inclusion in Grant Report

+ \$1,000

- Listing on the Tourism Cares website
- Mention in any program related communications, press and in Tourism Cares Annual Report

To support at a higher sponsorship level, please contact the Tourism Cares team to review any additional benefits available.

Learn More

www.tourismcares.org/support-a-grant



MEMBERSHIP INFORMATION FORM

Choose your options below

DESTINATION NAME:

PRIMARY CONTACT:

PRIMARY EMAIL:

PRIMARY PHONE:

COMPANY WEBSITE:

MEMBERSHIP LEVEL:

WOULD YOU LIKE TO MAKE AN ADDITIONAL CONTRIBUTION TO ANY OF THE FOLLOWING PROGRAMS?

MEANINGFUL TRAVEL EXPERIENCE WITH IPW

FUNDRAISING AUCTION AT USTOA

Please indicate sponsorship or item donation

MEANINGFUL TRAVEL MAP

MEANINGFUL TRAVEL PLATFORM

PATHWAYS PROJECT

GRANT FUNDING

Please specify fund - Diversity in Tourism Fund, Impact Fund, Disaster Recovery

Total Giving:

OTHER: TRAVEL EXPENSES

SAMPLE EVENT – PLEIN AIR FESTIVAL



Adirondack Plein Air Festival Events by Day, Aug 12 – 17, 2024

2024 Festival Schedule

SATURDAY & SUNDAY, AUGUST 10-11: Pre-Festival Plein Air Workshop with Valerie Craig. More details available on the [Plein Air Workshop page](#).

MONDAY AUGUST 12: Check In and "Meet the Artists" Reception at the [Hotel Saranac](#), 100 Main St., Saranac Lake, NY. Easy entry to lobby from the back door on Academy Street.

9 a.m. – 5 p.m. – Artist check-in and surface stamping. Painting may begin afterwards.

7 p.m. – 9 p.m. – "Meet the Artists" Reception, with nocturne painting opportunities.

TUESDAY AUGUST 13: "Paint the VIC" Day. The [Paul Smith's College VIC](#) is the site for the first day of painting. Miles of trails, scenic mountain views, old growth forest, bogs, streams, marsh, beaver lodges, Adirondack lean-tos, and more. Trail maps are available, and artists will enjoy many choice painting spots, including some close to the parking areas and building. Indoor restroom facilities are available. Festival attendees are advised to bring lunch and snacks, and painting through the evening is encouraged.

WEDNESDAY AUGUST 14: "Paint the Adirondacks" Day. Artists are free to choose their own painting locations – note that information and a map is included in your packet. Visitors are invited to pick up maps and watch the artists at work.

THURSDAY AUGUST 15: "Paint the Town" Day. All artists are requested to spend the day in the Village to paint. Artists are requested to create a small (11x14 or smaller), unframed painting for a silent auction. Free 5x7 canvases are available for artists, and paintings are due at 4 p.m. [Adirondack Artists Guild Gallery](#), 52 Main Street, for the silent auction scheduled to begin at 5 p.m. Artists receive 50% of the winning bid.

5 p.m. – 7:30 p.m. – "3rd Thursday ArtWalk". There will be artists and musicians throughout the village as part of our regular monthly ArtWalk. Stroll about, visit the various art venues, and enjoy the evening. Free live music will be available at Berkeley Green. Plein Air artists are welcome to set up and paint, and talk to ArtWalk visitors about the Preview Party and Show & Sale.

Nocturne Contest: On-going display at the Hotel Saranac; artists should pick up paintings Thursday evening after 8 p.m. or on Friday morning, so they can be added to the Show & Sale in the Town Hall.

FRIDAY AUGUST 16: "Paint the Saranac River" Day. We will have permission to paint the mountain views along the Saranac River at the Saranac Lake Fish & Game Club in the morning. Choose to paint at this location or at another area nearby. Artists may choose to use this time to have paintings framed.

9 a.m. – 2 p.m. – Framed paintings are due at the Town Hall. Paintings must be labeled and hung before 2 p.m. Note that artists are requested to hanging their own work on assigned walls.

3 p.m. – Jurying

6 p.m. – 9 p.m. – Preview Party A special opportunity to view the hundreds of new paintings created at the event! Beer, wine and snacks will be provided. Awards will be presented at 7:30 p.m. [Purchase tickets](#) in advance, or at the door (artists may attend at no cost). This reception is generously sponsored by [AdkAction.org](#).

SATURDAY AUGUST 17: “Quick Draw” competition – Downtown Saranac Lake: Come watch and see who can create the best painting in just 2 hours time! Artists will set up and paint from 9 a.m. – 11 a.m. Judging of paintings will occur immediately following in front of the Town Hall at 39 Main Street. Winner to be announced at 11:45 a.m.

SATURDAY AUGUST 17 – Show & Sale at the Town Hall.

12 noon – 5 p.m. FREE Meet the artists and view the new paintings created for this event.

4 p.m. – “Paint the Town” Silent Auction concludes

5 p.m. – Festival ends

Visit the [Adirondack Plein Air Festival schedule](#) for additional information and event details.

Sponsored by Saranac Lake ArtWorks.

FY 2025 Per Diem Rates for ZIP Code 89701

Change fiscal year: or [New Search](#)

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Primary Destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110

Meals & Incidental Expenses (M&IE) rates and breakdown

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdowns](#) for information related to the individual meal amounts.

Primary Destination	County	M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$19	\$28	\$5	\$51.00

6 days GSA per diem= \$408 (6@\$68)

First and last day of travel GSA = \$102 (2@\$51)

Total: \$510.00

Review and book

Sign in or create an account to earn \$40.23 in OneKeyCash™ after this trip.

Who's flying?

Traveler names must match your government-issued photo ID exactly.

Reno (RNO) to Albany (ALB) Jul 13, 2025 - Jul 21, 2025
Free cancellation within 24 hours

Traveler 1: Adult, primary contact

First name* Middle name Last name*

Roundtrip Flight
Reno (RNO) to Albany (ALB)
Jul 13, 2025 - Jul 21, 2025
1 ticket 1 adult

Economy
Albany, NY (ALB Airport)
Jul 14, 2025 - Jul 21, 2025
4 A/C Automatic

Total due today \$2,011.51

Rates are quoted in US dollars.

Flight and rental car: \$2,011.51

Fuel: Albany airport to Lake Saranac 296 miles round trip - @25mpg = 11.84g @\$3.38g = \$40

Booking.com search results for Saranac Lake, NY. Shows 9 properties found. Top result: Gauthier's Saranac Lake Inn, Double Room with Two Double Beds, \$1,854 for 6 nights, 2 adults. Includes filters for budget and cancellation policies.

Lodging - \$1,854

Total for Plein Air Scouting - \$4,453.72

OTHER: TRAVEL EXPENSES

SAMPLE EVENT – CODA SUMMIT



Order Summary

[Purchase more](#) →

Name: Brooks Eric

Email: ebrooks@visitcarsoncity.com

Order Confirmation: ch_3PfoQOFSn9fP296ElhTGczUs

Order Date: July 22, 2024 09:12 AM

1 x Standard Ticket \$750.00

Attendee 1: Brooks Eric

WhoVa Registration ID: WHV-Y7ZT9GI

For security purposes, please do not share this ID with anyone else.



Show this code to the organizer or check-in staff to check in.

You may edit your [registration information](#) within 24 hours.

Subtotal \$750.00

Fees \$46.90

Order Total \$796.90

FY 2025 Per Diem Rates for ZIP Code 89701

Change fiscal year: or [New Search](#)

Daily lodging rates (excluding taxes) | October 2024 - September 2025

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [County Geocoder](#).

Primary Destination	County	2024 Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110

Meals & Incidentals Expenses (M&IE) rates and breakdown

The M&IE total is the full daily amount for a single calendar day when that day is neither the first nor last day of travel. The amount received on the first and last day of travel equals 75% of the M&IE total. See [M&IE breakdown](#) for information related to the individual meal amounts.

Primary Destination	County	M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$68	\$16	\$18	\$28	\$5	\$51.00

3 nights GSA hotel = \$330 (3@\$110)

3 days GSA per diem = \$204 (3@\$68)

First and last day of travel GSA = \$102 (2@\$51)

Total: \$636

Your trip confirmation and receipt

Eric Brooks - AAdvantage® #: 4V5****

Tuesday, October 15, 2024

- RNO 11:29 PM to AA 470
- DFW 5:14 AM to AA 1548 (Meals: Refreshment)

Wednesday, October 16, 2024

- DFW 8:10 AM to AA 1548
- CVG 11:32 AM to AA 1548 (Meals: Food for purchase)

Sunday, October 20, 2024

- CVG 12:22 PM to AA 1548

Your purchase

Eric Brooks - AAdvantage® #: 4V5****	
New ticket (0012161196127)	\$396.95
[\$323.49 + Taxes & carrier-imposed fees \$73.46]	
Total cost	\$396.95

Your payment

MasterCard (ending 1760)	\$396.95
Total paid	\$396.95

Flight \$396.95

Total Coda Summit: \$1,821.14

Total Travel per year: \$6,274.86

Total for two years: \$12,549.72

OTHER: OPERATING SUPPLIES

Cell Phone Service



Unlimited Renewal Options

		Best Value
3 Months	6 Months	12 Months
\$40/mo	\$35/mo	\$30/mo
Subtotal:	Subtotal:	Subtotal:
\$120	\$210	\$360

Using less data than you thought?

If you aren't using all your data, we'll straight up tell you to switch plans before your next renewal just so you can start paying us less. Seriously.

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Feature comparison			
Apps included	One app of your choice.	20+ apps and more See everything you get	20+ apps and more See everything you get
Access to Adobe Express for quick edits and templates	✓	✓	✓
Access to Adobe Acrobat PDF and e-sign capabilities	<i>Acrobat Single App plans only</i>	✓	✓
Exclusive content via Adobe Stock and Adobe Fonts	✓	✓	✓
Integration with Slack, Microsoft Teams, and other popular apps	✓	✓	✓
Adobe Firefly generative credits to produce amazing content from simple text prompts	<i>500 generative credits</i>	<i>1,000 generative credits</i>	<i>1,200 generative credits</i>
1:1 sessions with product experts, accessible from the Admin Console		✓	✓
Flexible purchasing options			✓

mailchimp.com/pricing/marketing/

INTUIT mailchimp Solutions and Services Resources Switch to Mailchimp Pricing

Search EN Sales: +18445380079 Log In Start Free Trial

	Premium	Standard Best value	Essentials	Free
Key Plan Features				
Starting Price	\$350/mo for 10,000 contacts	\$20/mo for 500 contacts	\$13/mo for 500 contacts	\$0/mo: limit of 500 contacts
Customer Support	Phone & Priority Support	24/7 Email & Chat Support	24/7 Email & Chat Support	Email support for first 30 days
Reporting & Analytics	✓	✓	Limited	Limited
Automated Customer Journeys	Up to 200 journey points	Up to 200 journey points	Up to 4 journey points	✗
Beta Generative AI Features	No additional cost add-on	No additional cost add-on	✗	✗
Custom-coded templates	✓	✓	✗	✗
Admin				
Monthly Email Sends	15X contacts	12X contacts	10X contacts	Max of 1,000/mo or 300/day
Users	Unlimited	5 Seats	3 Seats	1 Seat
Audiences	Unlimited	5 Audiences	3 Audiences	1 Audience
Role-based Access	5 Roles	4 Roles	2 Roles	✗
Email Marketing & Segmentation				
Forms & Landing Pages	✓	✓	✓	✓
Remove Mailchimp Branding	✓	✓	✓	✗
A/B Testing	✓	✓	✓	✗
Dynamic Content	✓	✓	✗	✗
Advanced Segmentation	✓	✓	✗	✗

Feedback

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Compare our full set of features

Best value

Monthly Annual

Advantage

\$25 / user / month

\$1,500 billed annually

35% multi-user discount applied

5 users

Sign up

Premier

\$75 / user / month

\$4,500 billed annually

36% multi-user discount applied

5 users

Sign up

Free

\$0

Create as many surveys and forms as you need. Always free.

Single user

Sign up

Collapse all

Form & Survey Capabilities

Form & Survey Capabilities	Free	Advantage	Premier
Number of forms & surveys	UNLIMITED	UNLIMITED	UNLIMITED
Questions per form or survey	10 questions per survey	UNLIMITED	UNLIMITED
Number of responses	View 25 responses per survey	50,000 responses per year**	100,000 responses per year**
Get responses via web, social, QR code, and email	Web and Social collection only		
Number of collectors	Use 3 collectors per form or survey	UNLIMITED	UNLIMITED
Pop up online surveys			