

## Event Banner Sign Permit - Applicant Information Sheet

NOTE: Indicate type of banner(s) being requested

Banner(s) on Highway Trusses:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Banner(s) on Utility Poles:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

NOTE: Indicate display/event period being requested: (banners associated with an event must be removed within two (2) days of the end of the event)

Banner Display Dates:	Start Date:	2/23/25	End Date:	2/23/26
Event Dates (if applicable):	Start Date:	2/23/25	End Date:	2/23/26

NOTE: Indicate the Sponsoring Organization's information

Sponsoring Organization Name:	Nova Southeastern University
Name of Event:	Christo and Jeanne-Claude: Surrounded Islands
Address, City, State, Zip:	One Las Olas Blvd, Fort Lauderdale, FL 33301
E-mail Address:	d.guidi@nova.edu
Non-Profit Organization	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Civic Organization	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

NOTE: Indicate President / Executive Officer of Sponsoring Organization

Applicant Name and Title:	Bonnie Clearwater, Director
Phone:	954. 262.0236
Is this a Public or Private Event?	Public

NOTE: Indicate the Person/Business Responsible for hanging and removing the banners

Name and Title:	A3 Visual, Retta Logan
Phone:	305. 796. 2348 305. 474-7600 x 7011
Email:	retta@a3visual.com

Banners shall be removed within seventy-two (72) hours of expiration of permit or applicant may forfeit deposit.

**FEES:** A nonrefundable permit-processing fee of \$10.00 per banner sign will be charged. (Not to exceed \$1,000.00 per application or event).

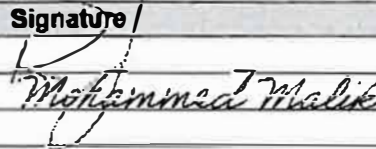
A refundable deposit of \$100.00 per above schedule shall be paid to guarantee removal of banners within seventy-two (72) hours.

Number of Banners Amount of Deposit (a refundable deposit of \$1,000 may be submitted on an annual basis)

1 - 10 .....	\$100.00
11 - 25 .....	300.00
26 - 35 .....	500.00
36 - 50 .....	700.00
More than 50 .....	900.00

Number of Banner(s) Requested:	50
Amount of Refundable Deposit:	\$1000
Amount of Nonrefundable Fee:	\$500

**APPROVALS:** The undersigned applicant hereby certifies that all required County and State permits have been secured as applicable and agrees to obtain a banner sign permit from the City of Fort Lauderdale, further agreeing that the banner(s) will be removed upon the expiration date listed above.

	Signature	Date
Applicant		Feb 5, 2025
Zoning Administrator Approval		Feb 11, 2025
Development Services Dept Approval		
Approval		
Approval		

NOTE: Additional space is provided should additional agencies/divisions be required to sign off on banner sign approvals. If none are required these may remain blank.



## DEVELOPMENT SERVICES DEPARTMENT– ZONING & LANDSCAPING

### EVENT BANNER SIGN PERMIT APPLICATION

Rev: 3 | Revision Date: 03/27/2023 | Print Date: 03/27/2023  
I.D. Number: BANSIGN

## EVENT BANNER SIGN PERMIT APPLICATION – Table of Contents

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## Event Banner Sign Permit – General Requirements

Unified Land Development Regulations Section 25-23 Event Banner Signs

### Permitted Types of Banner(s)

- City-sponsored events
- City co-sponsored events
- Public Service Announcements

### General Regulations

- Display is limited to 30-days with Site Plan level I approval. City Commission approval required for periods greater than 30-days
- Banners associated with events may remain in place no more than two (2) days after the event has ended unless expressly permitted
- Banners shall be removed within 72 hours permit expiration
- Displays may occur on utility poles or highway trusses
- Banners shall not be permitted in median or swale areas
- Railroad crossings are prohibited
- Displays on Intracoastal bridge is prohibited
- All banner displays are limited to the corporate limits of the City of Fort Lauderdale

### Text

- Name of the special event (*Required*)
- Date(s) of the event (*Required*)
- Name and logo of the City of Fort Lauderdale (*Required*)
- Name or logo of the association or organization (*Required*)
- Lettering used to identify the City of Fort Lauderdale shall be uniform and no smaller than four (4) inches in height- not exceed six (6) inches.
- The City of Fort Lauderdale logo shall be no smaller than six (6) inches and no more than eight (8) inches in height
- Product or company logos are prohibited unless the names of the company or product is a direct sponsor of the event
- Provide dimensions of sketch or drawing of the banner(s) drawn to scale, including message/text, logo, or emblem that will appear on the banner

### Additional Requirements

- Graphic representation of proposed banner signs including, but not limited to proposed text, logos and graphics drawn to scale
- Map and list of proposed locations must be clearly indicated
- Valid certificate of liability insurance

### Utility Poles Requirements

(dimensional requirements subject to approval by appropriate agency/owner of truss)

- Provide drawings indicating utility pole(s) to be used
- Provide letter(s) of permission from utility pole owner(s)
- When the State of Florida is not the owner of the utility pole(s), the letter granting permission shall also indemnify and hold harmless the City for any damage or injury that occurs as a result of such banner display
- Limit maximum size of banner(s) to eight (8) feet by three (3) feet
- Install banner(s) to insure a minimum height clearance of sign above the roadway to fifteen (15) feet
- Suspend banner(s) lengthwise (parallel to pole) from utility pole and attach to poles at each end
- For banners placed on utility poles in median, provide a site plan for review and approval

### Highway Trusses Requirements

(dimensional requirements subject to approval by appropriate agency/owner of truss)

- A letter of permission from the owner of the highway truss submitted with application
- Limited one (1) per highway truss
- Limited banner size to three (3) feet by thirty (30) feet
- Install-banner(s) to insure a minimum height clearance of sign and any appurtenance above the roadway to (16) feet
- Sunrise Blvd Location (West Bound Only)
- Federal Highway Location (North Bound Only)

## Event Banner Sign Permit – Banner Approval Process

**All proposed banner signs for City-sponsored or co-sponsored events or for Public Service Announcements shall be required to adhere to the following approval process:**

Banners signs proposed for a specified time limit not to exceed thirty (30) days:

1. Complete application submittal on lauderbuild to the Zoning & Landscaping Division of the Development Services Department. The application submittal must include City Commission Approval and Hold Harmless Agreement (must be signed and notarized).
2. Application review and approval through the Administrative Review Process
3. Commission Request for Review (CRR) period of fifteen (15) days
4. Final approval of banner request
5. Zoning Administrator signature required prior to submittal for permitting

Banner signs proposed for a specified time limit exceeding thirty (30) days:

1. Complete application submittal to the Zoning & Landscaping Division of the Development Services Department
2. Application review through the Administrative Review Process
3. Banner request submitted to City Commission for approval on regular commission agenda
4. Final approval of banner request subject to City Commission authorization
5. Zoning Administrator signature required prior to submittal for permitting

**NOTE 1:** Events that appear before the City Commission as a Parks & Recreation item may also include the request to advertise for banner signs subject to location availability.

**NOTE 2:** Banner signs associated with events held on City owned or City controlled property must receive approval for the event prior to banner approval. Banner approval may be combined with the application for these types of events (contact Jeff Mehan at 954-828-5062 for more information).

**NOTE 3:** All banner sign locations are subject to a first come-first-served basis.

**NOTE 4:** All banner signs may only be displayed for the approved period of time. Requests for extensions shall be subject to location availability and standard approval processes.

**NOTE 5:** If required, Florida Department of Transportation (FDOT) approval is required prior to issuance of permit. For more information on FDOT requirements please contact Rauxge Wiley at 954-958-7664.

**NOTE 6:** Application fee for banner signs is \$89.00.

## Event Banner Sign Permit – Banner Sign Location

### Location Limitations:

- **Andrews Avenue:** corporate limit to SR 84
- **Broward Boulevard:** corporate limit to Federal Highway
- **Commercial Boulevard:** corporate limit to Intracoastal Waterway
- **Cypress Creek Road:** western corporate limit to Federal Highway
- **Davie Boulevard:** corporate limit to Federal Highway
- **Federal Highway** between corporate limits
- **Las Olas Boulevard:** SW 7<sup>th</sup> Ave to SR A-1-A
- **NE 13<sup>th</sup> Street:** NE 4<sup>th</sup> Ave to NE 15<sup>th</sup> Ave
- **Oakland Park Boulevard:** corporate limit to SR A-1-A
- **Powerline Road**
- **SE 17<sup>th</sup> Street:** Federal Highway to SR A-1-A
- **SE/NE 3<sup>rd</sup> Avenue:** SE 17<sup>th</sup> St to Sunrise Blvd
- **Sistrunk Boulevard/6<sup>th</sup> Street:** corporate limit to Federal Highway
- **State Road A1A:** SR 84 to NE 6<sup>th</sup> St
- **State Road 7**
- **State Road 84**
- **Sunrise Boulevard:** corporate limit to SR A-1-A
- **SW/NW 7<sup>th</sup> Avenue** Las Olas Blvd to Sunrise Blvd
- **SW 2<sup>nd</sup> Street:** SW 7<sup>th</sup> Ave to SW 3<sup>rd</sup> Ave



**CITY OF FORT LAUDERDALE  
RELEASE AND HOLD HARMLESS AGREEMENT  
FOR BANNER SIGN(S)**

I, Bonnie Clearwater - Nova Southeastern University, (**"Applicant - Corporation"**), with a principal address located at One East Las Olas Boulevard, Fort Lauderdale, FL 33301 hereby agree that as a condition precedent to the effectiveness of the City of Fort Lauderdale's approval of my Permit Application dated December 9, **2024**, to display a total of 50 EVENT BANNER signs on **UTILITY POLES**, at the locations specified in the Permit Application, for a period **beginning** February 23, **2025**, and **ending on** February 23, **2026**, (**"Permitted Services"**), I hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to that may be sustained by Applicant and/or Applicant's employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns, and/or injury to any person, including death, WHETHER CAUSED BY OR ALLEGEDLY CAUSED BY THE SOLE, CONTRIBUTORY, OR GROSS NEGLIGENCE OF APPLICANT, its employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

Applicant represents to the City that HE/SHE/IT is aware of all the risks associated with the work necessary to complete the permitted services and elect to VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Applicant, its employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns, or any third-party, as a result of performing the permitted services, WHETHER CAUSED BY THE SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF APPLICANT, its employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

Applicant further AGREES TO INDEMNIFY AND HOLD HARMLESS the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by Applicant, or Applicant's employees, servants, representatives, associates, officers, agents,

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volunteers, partners, successors and assigns, while performing the services permitted by the City, or while in, on or upon the premises where the permitted services are being conducted.

It is the express intent of Applicant that this Release and Hold Harmless Agreement shall be binding upon Applicant's heirs, personal representatives, executors and assigns, and shall be deemed to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns.


Applicant understands and agrees this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

Applicant has unilaterally designated and engaged the services of the following third-party to place and remove all 50 event banner signs: A3 Visual [Name of third-party, if applicable], with a principal address located at 1450 E 11th Ave Hialeah, FL 33010 [Address of third-party, if applicable] ("Applicant's Agent").

**BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE AUTHORIZED REPRESENTATIVE FOR APPLICANT AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT:** I have read this Agreement in its entirety and understand all the terms and conditions outlined in this Agreement; I had an unrestricted opportunity to seek and secure the advice of independent counsel prior to executing this Agreement; I am at least eighteen (18) years of age and of sound and competent state of mind at the time I executed this Agreement; I voluntarily signed this Agreement as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agreement and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this Agreement.

**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature  
David Guidi

Print Name:  
  
\_\_\_\_\_  
Witness Signature  
Christina Benedictsson  
Print Name:

STATE OF Florida

Nova Southeastern University

**[PRINT APPLICANT CORPORATION'S NAME AS REGISTERED ON FLORIDA SUNBIZ.ORG],**

  
\_\_\_\_\_  
Signature – Authorized Individual

Bonnie Clearwater  
\_\_\_\_\_  
Print Name – Authorized Individual  
Director and Chief Curator, NSU Art Museum Fort Lauderdale  
\_\_\_\_\_  
Print Title – Authorized Individual

CORPORATE SEAL





COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 9 day of December, 20 24,  
by Bonnie Clearwater [Name of Authorized Individual],  
as Director and Chief Curator, NSU Art Museum Fort Lauderdale [Title or Authorized Individual]  
of Nova Southeastern University, Inc. [Name of Corporation, as listed on Sunbiz.org].

[SEAL]

Cindy Jo White  
(Signature of Notary Public- State of Florida)



CINDY JO WHITE  
Commission # HH 588167  
Expires October 11, 2028

Cindy Jo White  
(Print, Type, or Stamp Commissioned Name of Notary Public)

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**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/13/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>Lic # 0G11911</b> <b>21250 Hawthorne Blvd. Suite 380</b> <b>Torrance, CA 90503</b>	<b>CONTACT NAME:</b> Angela Jamir <b>PHONE (A/C, No, Ext):</b> 424-390-0055 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> angela.jamir@usi.com														
<b>INSURED</b> <b>A3 Visual</b> <b>1450 E 11th Avenue</b> <b>Hialeah, FL 33010</b>	<table border="1"> <thead> <tr> <th data-bbox="815 426 1435 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 426 1568 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1435 478"><b>INSURER A : Hartford Fire Insurance Company</b></td> <td data-bbox="1435 451 1568 478"><b>19682</b></td> </tr> <tr> <td data-bbox="815 478 1435 506"><b>INSURER B : Colony Insurance Company</b></td> <td data-bbox="1435 478 1568 506"><b>39993</b></td> </tr> <tr> <td data-bbox="815 506 1435 533"><b>INSURER C : Travelers Property Cas. Co. of America</b></td> <td data-bbox="1435 506 1568 533"><b>25674</b></td> </tr> <tr> <td data-bbox="815 533 1435 560"><b>INSURER D : Travelers Indemnity Company of CT</b></td> <td data-bbox="1435 533 1568 560"><b>25682</b></td> </tr> <tr> <td data-bbox="815 560 1435 588"><b>INSURER E :</b></td> <td data-bbox="1435 560 1568 588"></td> </tr> <tr> <td data-bbox="815 588 1435 615"><b>INSURER F :</b></td> <td data-bbox="1435 588 1568 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Hartford Fire Insurance Company</b>	<b>19682</b>	<b>INSURER B : Colony Insurance Company</b>	<b>39993</b>	<b>INSURER C : Travelers Property Cas. Co. of America</b>	<b>25674</b>	<b>INSURER D : Travelers Indemnity Company of CT</b>	<b>25682</b>	<b>INSURER E :</b>		<b>INSURER F :</b>	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:2,500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>72CESOF9329</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BA1T7105062443G</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>AR6461978</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>UB1T7153542443G</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

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

**City of Fort Lauderdale is included as additional insured where required by written contract with respect to General Liability.**

**CERTIFICATE HOLDER****CANCELLATION**

**City of Fort Lauderdale**  
**Attn: Mohammed Malik**  
**700 NW 19th Avenue**  
**Fort Lauderdale, FL 33311-0000**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

**Location(s) Of Covered Operations**

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

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

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

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

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

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

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



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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

**a. 10 days before the effective date of cancellation if we cancel for:**

**(1) Nonpayment of premium; or**

**(2) Discovery of fraud by:**

**(a) Any insured or his or her representative in obtaining this insurance; or**

**(b) You or your representative in pursuing a claim under this policy.**

**b. 30 days before the effective date of cancellation if we cancel for any other reason.**

**3. All Policies In Effect For More Than 60 Days**

**a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:**

**(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.**

**(2) Discovery of fraud or material misrepresentation by:**

**(a) Any insured or his or her representative in obtaining this insurance; or**

**(b) You or your representative in pursuing a claim under this policy.**

**(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.**

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
  - b.** We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
    - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

#### **Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### **2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs **c.**, **d.** and **e.** below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;



- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.
- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
  - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
  - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/13/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>Lic # 0G11911</b> <b>21250 Hawthorne Blvd. Suite 380</b> <b>Torrance, CA 90503</b>		<b>CONTACT NAME:</b> Angela Jamir <b>PHONE (A/C, No, Ext):</b> 424-390-0055 <b>E-MAIL ADDRESS:</b> angela.jamir@usi.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> <b>A3 Visual</b> <b>1450 E 11th Avenue</b> <b>Hialeah, FL 33010</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER C : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Colony Insurance Company	39993	INSURER C : Travelers Property Cas. Co. of America	25674	INSURER D : Travelers Indemnity Company of CT	25682	INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:2,500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>72CESOF9329</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>BA1T7105062443G</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>AR6461978</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>UB1T7153542443G</b>	<b>05/15/2024</b>	<b>05/15/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**Florida Department of Transportation is included as additional insured where required by written contract with respect to General Liability.**

**CERTIFICATE HOLDER****CANCELLATION**

**Florida Department of Transportation**  
**District Four**  
**3400 W. Commercial Blvd.**  
**Fort Lauderdale, FL 33309-0000**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

**Location(s) Of Covered Operations**

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

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

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

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

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

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

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

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

### **2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

**a. 10 days before the effective date of cancellation if we cancel for:**

**(1) Nonpayment of premium; or**

**(2) Discovery of fraud by:**

**(a) Any insured or his or her representative in obtaining this insurance; or**

**(b) You or your representative in pursuing a claim under this policy.**

**b. 30 days before the effective date of cancellation if we cancel for any other reason.**

### **3. All Policies In Effect For More Than 60 Days**

**a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:**

**(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.**

**(2) Discovery of fraud or material misrepresentation by:**

**(a) Any insured or his or her representative in obtaining this insurance; or**

**(b) You or your representative in pursuing a claim under this policy.**

**(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.**

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B.** The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
  - b.** We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
    - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

#### **Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

#### **2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs **c.**, **d.** and **e.** below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

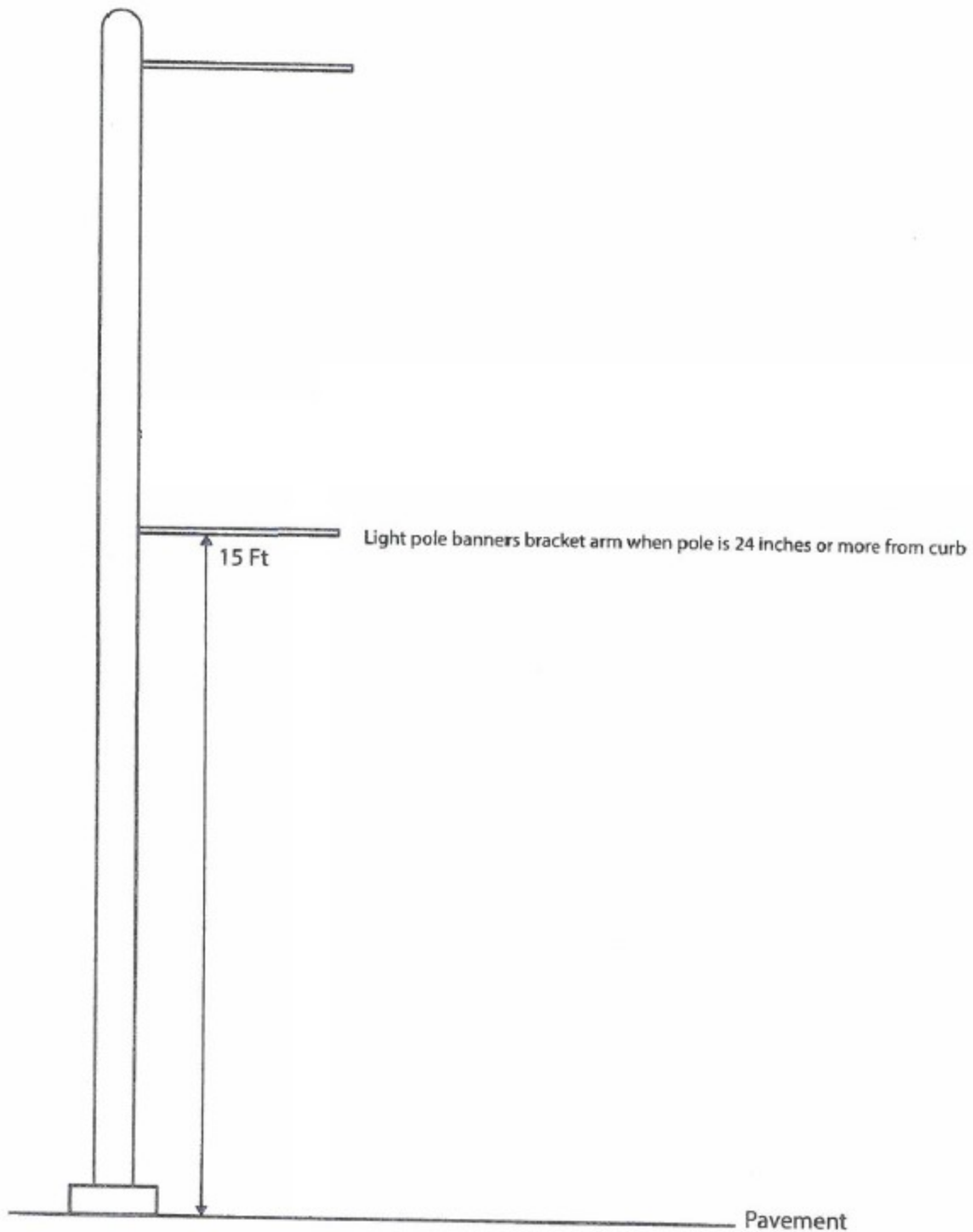
- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
  - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.
- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:

- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
  - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
  - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



Distance from front edge of light pole to curb is 24 inches or more  
bottom light pole bracket must be not less than 15ft above pavement

Distance from front edge of light pole to curb is less than 24 inches  
bottom light pole bracket must be not less than 18ft above pavement



# SINGLE POLE BANNER



## Product Features

Each Pole Banner set includes two 36" fiberglass rods set into two aluminum brackets that insert into the top and bottom of the banner's pockets. Also included are the four 36" metal straps to fasten the hardware to a pole.

Sizes	36"w x 72"h (6FT)
	36"w x 96"h (8FT)

## Finishing

4" Pole pockets Bottom and top and webbing (reinforce material) which creates a loop on each side of the pole pocket for safe fastening.

## Construction

Fiberglass Pole
Metal Fasteners
Aluminum brackets

## Parts List

(2) Fiberglass Poles	
(2) Aluminum Brackets	
Metal Fasteners	

Graphic Size: Width 36" by Height 72"
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