

Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and STARS, Contract # L-6243

**AMENDMENT TO GRANT CONTRACT BETWEEN
THE JUVENILE JUSTICE CENTER (Metro Juvenile Court), A DEPARTMENT OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

AND

STARS

This Grant Contract Amendment is entered into pursuant Resolution RS2024-683, by and between the Juvenile Justice Center, a Department of The Metropolitan Government of Nashville and Davidson County ("Metro"), and STARS ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract # L-6243 is hereby amended as follows:

I. Subsection D.1.1 is added and states as follows:

D.11.1 Sexual Molestation and Abuse Insurance.
In the amount of one million (\$1,000,000.00) dollars.

III. **Effective Date.** This Grant Contract Amendment shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and STARS, Contract # L-6243

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

RECIPIENT:

By: *Rodger Dinwiddie*

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Signed by:
Kevin Crumbolmju
62377A2A8742469
Director of Finance

Title: CEO, STARS

APPROVED AS TO INSURANCE

DocuSigned by:
Balaqun Cobb
68804BE12ED741C
Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY**

DocuSigned by:
Lexie Ward
0A5DC7C8484243F...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk



STARNAS-01

LHESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1298 Hub International Mid-South 3011 Army Drive Suite 250 Nashville, TN 37204	CONTACT Lisa Hess NAME: PHONE (A/C, No, Ext): (615) 986-6123 FAX (A/C, No): E-MAIL ADDRESS: lisa.hess@hubinternational.com														
INSURED STARS Nashville 1704 Charlotte Ave., Suite 200 Nashville, TN 37203	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Accident Fund General Insurance Company</td> <td style="text-align: center;">12304</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Accident Fund General Insurance Company	12304	INSURER C :		INSURER D :		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2620167-008	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2620167-008	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB887848-015	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A <input checked="" type="checkbox"/> N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			AFWCP100118854	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK2620167-008	10/31/2024	10/31/2025	\$1M Occur/\$3M Aggr
A	Sexual Abuse Liab			PHPK2620167-008	10/31/2024	10/31/2025	\$1M Occur/3M Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as Additional Insureds per General Liability additional insured endorsement and Automobile Liability additional insured endorsement. RFQ#996667 Contract #405880 Near Peer Leaders for Opportunity NOW
 For: Peer Leaders for Power Youth Summer Employment Program - 6525958

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Purchasing Agent Metro Courthouse Nashville, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and Oasis Center Inc., Contract # L-6242

**AMENDMENT TO GRANT CONTRACT BETWEEN
THE JUVENILE JUSTICE CENTER (Metro Juvenile Court), A DEPARTMENT OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
OASIS CENTER INC.**

This Grant Contract Amendment is entered into pursuant Resolution RS2024-683, by and between the Juvenile Justice Center, a Department of The Metropolitan Government of Nashville and Davidson County ("Metro"), and Oasis Center Inc. ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract # L-6242 is hereby amended as follows:

I. Subsection D.1.1 is added and states as follows:

D.11.1 **Sexual Molestation and Abuse Insurance.**
In the amount of one million (\$1,000,000.00) dollars.

III. **Effective Date.** This Grant Contract Amendment shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

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Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and Oasis Center Inc., Contract # L-6242

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**

RECIPIENT:

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Signed by:
Kevin Crumbo/mjw
62377A2A9742460...

Director of Finance

By: *[Signature]*

Title: President and CEO, Oasis Center Inc.

APPROVED AS TO INSURANCE

Doc Signed by:
Balogun Cobb
68804BF42ED744C...

Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY**

Doc Signed by:
Lexie Ward
6A6DC7C9404243F...

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

Philadelphia Indemnity Insurance Company
A Stock Company (Nonparticipating)
COMMON POLICY DECLARATIONS

Policy Number: PHPK2635036

Named Insured and Mailing Address:

Oasis Center, Inc.
 Neuroclarity, LLC
 1704 Charlotte Ave Ste 200
 Nashville, TN 37203-2979

Producer: 1145

HUB International Midwest Limited dba HU
 3011 Armory Dr Ste 250
 Nashville, TN 37204

Policy Period From: 12/15/2023 **To:** 12/15/2024

(615)383-9761
 at 12:01 A.M. Standard Time at your mailing
 address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	8,323.00
Commercial General Liability Coverage Part	4,920.00
Commercial Crime Coverage Part	147.00
Commercial Inland Marine Coverage Part	637.00
Commercial Auto Coverage Part	11,384.00
Businessowners	
Workers Compensation	
Employee Benefits	300.00
Professional Liability	7,265.00
Sexual/Physical Abuse	2,028.00
Total	\$ 35,004.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	41.00

CPD-PIIC-CW (02/21)

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Philadelphia Indemnity Insurance Company

PI-SAM-008D (01/17)

ABUSIVE CONDUCT LIABILITY COVERAGE FORM POLICY DECLARATIONS

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PHPK2635036 Effective date: 12/15/2023
12:01 A.M. Standard Time

LIMITS OF INSURANCE:	
AGGREGATE LIMIT	\$ <u>3,000,000</u>
EACH ABUSIVE CONDUCT LIMIT	\$ <u>1,000,000</u>
DEDUCTIBLE:	\$ <u>NONE</u>
BUSINESS DESCRIPTION:	
Form of Business: NON PROFIT ORGANIZATION	
Business Description: Non Profit Organization	
PREMIUM: \$ 2,028.00	
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy) Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:	
SEE SCHEDULE ATTACHED	

**Philadelphia Indemnity Insurance Company
Form Schedule – Abusive Conduct Liability**

Policy Number: PHPK2635036

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-SAM-008D	0117	Abusive Conduct Liability Coverage Policy Dec
PI-ARB-1	0403	Binding Arbitration
PI-SAM-008	0519	Abusive Conduct Liability Coverage Form

Amendment to Grant contract between the Metropolitan Government of Nashville and Davidson County and Cafe Momentum (Pathways Kitchen), Contract # L-6241

**AMENDMENT TO GRANT CONTRACT BETWEEN
THE JUVENILE JUSTICE CENTER (Metro Juvenile Court), A DEPARTMENT OF THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

AND

CAFÉ MOMENTUM (ALSO KNOWN AS PATHWAYS KITCHEN)

This Grant Contract Amendment is entered into pursuant Resolution RS2024-683, by and between the Juvenile Justice Center, a Department of The Metropolitan Government of Nashville and Davidson County ("Metro"), and Cafe Momentum (also known as Pathways Kitchen) ("Recipient").

It is mutually agreed by and between Metro and Recipient, that Grant Contract # L-6241 is hereby amended as follows:

I. Subsection D.1.1 is added and states as follows:

D.11.1 Sexual Molestation and Abuse Insurance.
In the amount of one million (\$1,000,000.00) dollars.

III. **Effective Date.** This Grant Contract Amendment shall not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frederiksen & Frederiksen Insurance & Risk Mgmt Services 12900 Preston Road, Suite 500 Dallas TX 75230	CONTACT NAME: Sarah Koon PHONE (A/C, No, Ext): (972) 387-8646 FAX (A/C, No): (972) 387-8648 E-MAIL ADDRESS: sarah@fredandfred.com														
INSURED Pathways Kitchen 4636 Lebanon Pike #168 Hermitage TN 37076	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Northfield Insurance Company</td> <td style="text-align: center;">27987</td> </tr> <tr> <td>INSURER B : Miscellaneous</td> <td style="text-align: center;">054</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></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 : Northfield Insurance Company	27987	INSURER B : Miscellaneous	054	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CL24122006342 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		WS625268	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	NVW009000184900	09/27/2024	09/27/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse and Molestation			WS625268	09/27/2024	09/27/2025	per occurrence \$500,000 aggregate \$1,000,000

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

The Juvenile Justice Center (Metro Juvenile Court, A Department of the Metropolitan Government of Nashville and Davidson County is included as an Additional Insured (except Workers' Compensation) if required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER The Juvenile Justice Center (Metro Juvenile Court) 100 Woodland Street Nashville TN 37213	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ABUSE OR MOLESTATION LIABILITY COVERAGE

*This endorsement is **EFFECTIVE:** 09/27/2024 *and is part of Policy Number: WS625268

*issued to: Pathways Kitchen

*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ABUSE OR MOLESTATION LIMITS

Abuse Or Molestation Aggregate Limit \$ 1,000,000

Each Abuse Or Molestation Offense Limit \$ 500,000

PROVISIONS

1. The following replaces Paragraph 1.a.(2), and the last sentence of Paragraph 1.a., of **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and of **SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, but only with respect to the coverage granted by this endorsement:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A, Coverage B, Coverage - **Abuse Or Molestation Liability**, Coverage - **Assault Or Battery Liability** (if applicable) or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Abuse Or Molestation

"Bodily injury" or "property damage":

- a. Arising out of any act of "abuse or molestation" committed by any person, including any act or omission in connection with the prevention or suppression of, or in response to, such "abuse or molestation"; or
- b. That is alleged in any claim or "suit" that also alleges any such act of "abuse or molestation".

3. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Abuse Or Molestation

"Personal and advertising injury":

- a. Arising out of any act of "abuse or molestation" committed by any person, including any act or omission in connection with the prevention or suppression of, or in response to, such "abuse or molestation"; or
- b. That is alleged in any claim or "suit" that also alleges any such act of "abuse or molestation".

4. The following is added to **SECTION I - COVERAGES:**

COVERAGE - ABUSE OR MOLESTATION LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation offense" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage - **Abuse or Molestation Liability**, Coverage - **Assault or Battery Liability** (if applicable), Coverage **A**, Coverage **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" or "personal and advertising injury" caused by an "abuse or molestation offense" arising out of your business, but only if the "abuse or molestation offense" was committed in the "coverage territory" during the policy period. An "abuse or molestation offense" involving multiple, continuous, sporadic or related acts of "abuse or molestation" will be deemed to have been committed on the date the first of such acts is committed, regardless of when such acts are actually committed.

2. Exclusions

This insurance does not apply to:

a. Directed Or Knowingly Allowed Acts

"Bodily injury" or "personal and advertising injury" arising out of an "abuse or molestation offense" committed at the direction of the insured or that the insured knowingly allowed to happen.

b. Failure To Report

"Bodily injury" or "personal and advertising injury" arising out of a failure by the insured having knowledge of an act of "abuse or molestation" to comply with any applicable federal, state or local law, ordinance or regulation which requires the reporting of such act.

c. Known History

"Bodily injury" or "personal and advertising injury" arising out of the employment, or the use as a "volunteer worker", of a person who had a history of committing "abuse or molestation" of which the insured had knowledge:

(1) Before or during that person's employment or use as a "volunteer worker"; and

(2) Before that person committed the "abuse or molestation offense".

d. Sexual Harassment

"Bodily injury" or "personal and advertising injury" arising out of "sexual harassment".

e. Known Prior Acts

"Bodily injury" or "personal and advertising injury" arising out of any act in an "abuse or molestation offense" if any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "abuse or molestation offense" or claim was aware of such act prior to the effective date of this Coverage - **Abuse Or Molestation Liability**.

f. Contractual Liability

"Bodily injury" or "personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

g. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

h. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Abuse Or Molestation Covered Under Liquor Liability Coverage Part

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any "abuse or molestation offense" if:

- (1) Assault Or Battery Liability Coverage under a Liquor Liability Coverage Part issued by us applies to such "abuse or molestation"; or
- (2) Liability for such offense is imposed, in whole or in part, on the insured by reason of the actual or alleged selling, serving or furnishing of any alcoholic beverage.

For the purpose of this exclusion, "bodily injury" also includes damages for care, loss of services or loss of support.

j. Coverage A Or Coverage B Exclusions Added By Endorsement

"Bodily injury" or "personal and advertising injury" excluded by any exclusion added to Coverage A or Coverage B by endorsement to this policy, except an Abuse Or Molestation exclusion or an Assault Or Battery exclusion.

5. The following replaces the title **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

SUPPLEMENTARY PAYMENTS

6. The following is added to **SECTION II - WHO IS AN INSURED**:

None of the following is an insured for "bodily injury" or "personal and advertising injury" caused by an "abuse or molestation offense":

- a. Any "abuse or molestation perpetrator".
- b. Any person or organization that has been added to your policy as an additional insured, or any employee, leased worker, agent, representative or volunteer worker of such person or organization.
- c. Any of your independent contractors, or any employee, leased worker, agent, representative or volunteer worker of such independent contractor.

7. The following is added to **SECTION III - LIMITS OF INSURANCE**:

Abuse Or Molestation Liability Limits

Subject to the General Aggregate Limit, the Abuse Or Molestation Aggregate Limit shown in the Schedule Of Abuse Or Molestation Limits is the most we will pay for the sum of all damages under Coverage - **Abuse Or Molestation Liability**.

Subject to the Abuse Or Molestation Aggregate Limit, the Each Abuse Or Molestation Offense Limit shown in the Schedule Of Abuse Or Molestation Limits is the most we will pay under Coverage - **Abuse Or Molestation Liability** for the sum of all damages because of "bodily injury" and "personal and advertising injury" arising out of any one "abuse or molestation offense".

When Two Or More Coverage Limits Apply To The Same Physical Act Or Related Physical Acts

When two or more of Coverage **A**, Coverage **B**, Coverage - **Abuse Or Molestation Liability** or Coverage - **Assault Or Battery Liability**, if any such coverages are part of your policy, apply to damages because of "bodily injury" or "personal and advertising injury" arising out of the same physical act or related physical acts, then the most we will pay for the sum of all such damages subject to the limits of insurance is the single highest available limit of insurance that applies under any one of those Coverages.

8. The following is added to Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** as a subparagraph identifying another coverage to which the General Aggregate Limit applies:

Damages under Coverage - **Abuse Or Molestation Liability**.

9. The following is added to the **DEFINITIONS** Section:

"Abuse or molestation" means any intentional, reckless or offensive physical contact of a sexual nature with a person without his or her consent that inflicts some injury, regardless of whether the resulting injury inflicted is intended or expected.

"Abuse or molestation offense" means a single act of "abuse or molestation", or multiple, continuous, sporadic or related acts of "abuse or molestation", committed by:

- a. One "abuse or molestation perpetrator"; or
- b. Two or more "abuse or molestation perpetrators" acting together.

All such acts of "abuse or molestation" will be deemed to be one "abuse or molestation offense", regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

"Abuse or molestation perpetrator" means any of the following persons who actually or allegedly commit any "abuse or molestation":

- a. Persons listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED**;
- b. Your "employees" or "volunteer workers";
- c. Persons acting as student teachers as part of their educational requirements with you, if you are a public entity, college or school; or
- d. Any other person acting together with any of the persons described in Paragraphs a. through c. above.

"Sexual harassment" means intentional, reckless or offensive non-physical acts, or verbal comments, of a sexual nature.