RESOLUTION NO. R15-17

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE AMERICAN LEGION AND LAUREL LITTLE LEAGUE FOR BASEBALL FACILITIES AS DESCRIBED IN THE LEASE AGREEMENT.

BE IT RESOLVED by the City Council of the City of Laurel, Montana: Approval. The agreement between the City of Laurel and the Section 1: American Legion and Laurel Little League is accepted and approved. A copy is attached hereto for convenience. Section 2: The Mayor and City Clerk/Treasurer of the City of Execution. Laurel are hereby given authority to accept and execute said agreement on behalf of the City. Effective date. The effective date for the attached agreement is Section 3: hereby approved upon approval by the City Council. Introduced at a regular meeting of the City Council on March 17, 2015, by Council Member Poehls PASSED and APPROVED by the City Council of the City of Laurel this 17th day of March, 2015. APPROVED by the Mayor this 17th day of March, 2015. CITY OF LAUREL Mark A. Mace, Mayor ATTEST:

Shirley Ewan, Clerk/Treasurer

Approved as to form;

Sam S. Painter, Civil City Attorney

LEASE AGREEMENT

This Lease Agreement is entered into this 17th day of March, 2015, by and between the City of Laurel, Montana, a municipal corporation organized and existing under the laws of the State of Montana, whose business address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" (Lessor) and American Legion Baseball, whose business address is P.O. Box 144, Laurel, Montana 59044, and Laurel Little League, whose business address is P.O. Box 231, Laurel, Montana 59044 both hereinafter jointly referred to as "Lessees."

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree and covenant as follows:

ARTICLE I

Purpose of Lease

The purpose of this Agreement is to lease Lessees certain and specific City facilities or property in order that Lessees may conduct its baseball activities, including but not limited to, practice, games, and other baseball related events, so long as such activity is not prohibited by City ordinance, resolution or regulation.

ARTICLE II

Property Leased

The City hereby leases and permits the use to Lessees and Lessees hereby lease from the City the following-described property and improvements located in the City of Laurel including Thomson Park, Nutting Park as well as the Concession Stand hereinafter referred to as "the premises" as specifically shown on Exhibits A and B attached hereto and part of this Lease Agreement. For purposes of clarity, the premises include six baseball fields, the concession stand, and common areas as shown on Exhibits A and B. The American Legion/Dodgers shall have full access and control over the premises and shall maintain and utilize the premises in a clean and safe condition. The Laurel Little League shall maintain and utilize the premises in a clean and safe condition.

ARTICLE III

Parties

City:

Office of the Mayor (City Clerk)

PO Box 10

Laurel, Montana 59044 Phone: (406) 628-7431 Fax: (406) 628-2289

Lessees:

American Legion /Laurel Dodgers Baseball

PO Box 144

Laurel, MT 59044 Phone: (406) 850-9305

Laurel Little League

PO Box 231

Laurel, MT 59044

Phone: (406) 628-6042

ARTICLE IV

Term of lease

The term of this lease shall commence on approval by the City Council and execution by the Parties and run for a period of five (5) years, with the option to revisit and renew for an additional 5-year term thereafter. If this lease is terminated during either 5-year term, the City agrees that Lessees may remove from the premises all equipment, materials and products owned and utilized by Lessees including, but not limited to, all baseball equipment, concession materials, etc.

ARTICLE V

Lessees Obligations and Covenants

Lessees hereby covenants and agrees with the City that Lessees shall:

- 1. Use and occupy the premises in a careful and proper manner and not commit any waste therein;
- 2. Not use or occupy the premises for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
- Lessees may obtain a permit to serve beer and wine on the premises upon completing and securing the necessary licenses/permits and additional liquor liability insurance or endorsement;
- 4. Not assign the lease, nor sublet the premises, nor any part thereof, without prior written consent of the City. The City shall require no more than thirty (30) days for such approval upon written request by the Lessees and shall not unreasonably withhold such approval;
- 5. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
- 6. Lessees shall make no alterations, changes or revamping, remodeling or capital improvement in or to the premises, without prior written permission approved by the Public Works Director and in addition thereto, Lessees shall obtain all approvals and permits required for such work under City ordinance. Approvals for any improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by Lessees or the work may proceed the same as if such approval was

- received. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Teams inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
- 7. Provide the City copies of receipts for improvements and/or maintenance completed by the club or organization by December 31st to the Office of the Mayor, Attention Clerk/Treasurer, P.O. Box 10, Laurel, MT 59044;
- 8. Lessees and the City's Maintenance Superintendent shall perform an entrance inspection prior to the finalization of the lease, an annual inspection on or before the lease anniversary date and an exit inspection at the end of the lease; Lessees must contact the City to arrange for the inspections; Lessees must also Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
- 9. Indemnify and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of Lessees, their members, agents or employees. For such purpose, each Lessee shall procure and maintain in full force and effect during the term of this agreement, commercial general liability, including product liability, in a reliable company or companies with minimum policy limit \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate single limit per occurrence; and \$1,000,000 Liquor Liability. The City shall be named as an additional insured part on the policy to be evidenced by a certificate of insurance presented to the City Clerk/Treasurer on or before April 1 of each year. The City and Lessees hereby grant to each other, on behalf of any insurance company providing

- insurance under this agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy;
- 10. Pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, and telephone;
- 11. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist;
- 12. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, and other areas of the leased premises are in a sanitary and orderly condition;
- 13. Keep parking space adjacent to the premises in a clean and safe condition;
- 14. All grounds keeping and cleanup to be provided by Lessees. Lessees further agree to assist with grounds keeping after practice and games;
- 15. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this lease;
- 16. Lessees shall remove all inventory of food and beverages at the end of each season from the Concession stand or any place food is stored;
- 17. Appliances must be unplugged in the Concession Stand and safely stored at the end of each season;
- 18. Lessees agree to obtain and continuously keep in force all permits required by the Montana Department of Health, and Lessee shall be responsible for any training of its managers or volunteers as may be required by the Montana Department of Health, all at

- Lessees' expense, and shall fully comply with all applicable, rules, regulations and requirements of the Montana Department of Health. All certificates must be on file with the City Clerk Treasurer;
- 19. Lessees are responsible for all janitorial supplies and services at the Concession Stand from start of the season, including tryouts until the first Saturday in May;
- 20. All signs and banners must comply with the LMC 15.40;
- 21. Lessees' appliances and other significant items of personal property necessary for the conduct of business on all City property shall be listed and provided to the City Clerk Treasurers Office at the beginning of each season;
- 22. Lessees must provide a proper fire extinguisher;
- 23. Lessees must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials in an approved MSDS booklet;
- 24. Extension cords may not be used, as they are against fire code;
- 25. Lessees shall allow participation in their respective baseball programs for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without the discrimination of any kind or nature;
- 26. Leave premises, at the expiration or prior to termination of this lease and any extension thereof, in as good condition as received, reasonable wear and tear alone accepted;
- 27. Lessee must provide contact information to the City of next year's board prior to the end of the season.

ARTICLE VI

Rent

1. Lessees shall pay the City rent in the following amounts as consideration for use of the premises:

For the Laurel Dodgers - \$750 each year for years one (1) and two (2), \$900 each year for years three (3), four (4) and five (5), and \$250 each year for the concession stand; For the Laurel Little League - \$500 each year for years one (1) and two (2), \$750 each year for years three (3), four (4) and five (5), and \$250 each year for the concession stand.

Lessees shall pay annually on or before the anniversary date of their respective signatures on the lease.

2. Rent includes the following: Use and lawful possession of the premises.

ARTICLE VII

Repairs and Maintenance

City's obligation under this lease is limited to mowing the outfield of the Legion/Senior League field, mowing the Little League fields, cleaning restrooms when open to the public, providing restroom supplies, garbage, fuel for equipment, water, weed eaters, and major repairs. Major repairs are defined as non-recurring structural, electrical, plumbing and mechanical repair. Lessees are responsible for all other maintenance and upkeep of all premises. The City's obligation to undertake major repairs does not include major repairs necessitated by any acts of Lessees, their agents, employees, officers, invitees, or on the area commonly known as the "crow's nest," dugouts or the field maintenance buildings and sheds.

ARTICLE VIII

Condition

Neither the City nor any of its employees or agents made any representations with respect to the above-described property except as expressly set forth herein, and no rights, easements or licenses are acquired by Lessees by implication or otherwise, except as expressly set forth herein. Acceptance of possession of the above-described property by Lessees shall be conclusive evidence that Lessees accept the same "as is" and that the property was and is in good condition at the time possession was accepted.

ARTICLE IX

Right to Inspect Premises

The City has a right, at all times during the term of this lease, through its agents and employees, to enter upon the leased premises for the purpose of examining and inspecting the same to determine whether Lessees have complied with its obligations hereunder with respect to the care and maintenance of the premises, and the repair or rebuilding of the improvements therein when necessary. This right of inspection may only be exercised after 24 hours' notice to Lessees of City's desire to inspect the premises. This 24-hour notice is necessary to insure that a representative of Lessees will be available to accompany City's representative at the time of inspection.

ARTICLE X

Assignment/Cancellation/Termination/Negotiation

- 1. Assignment. Neither City nor Lessees may assign, transfer or sublet the rights under this lease to any party without prior written consent of the other party.
- 2. Cancellation. In the event the premises leased hereunder or any portion thereof is not available for occupancy or use upon commencement of or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or some other cause beyond the control of the City, this lease and the obligations of the Parties hereunder shall terminate and the Lessees hereby waive any claim against the City, its employees or agents for damages by reason of such cancellation. Any notice of cancellation must be in writing and sent by certified mail, as noted.
- 3. Termination. City may terminate this lease if the Lessees fail to make the rental payment, obtain and maintain liability insurance, or perform any other condition or obligation required herein. Notice of termination must be in writing and sent by certified mail, as noted.
- 4. Lessees may rent or sublet the premises for periods not to exceed 72 consecutive hours.

 However, lessees and/or the renter/subletor must obtain and provide liability insurance

that names the City as an additional insured on the policy during the event. If alcohol is available or sold, the policy must include an alcohol endorsement with limits provided in Article XII.

ARTICLE XI

Compliance With Ordinances and Regulations

Lessees, at their respective expenses, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which imposes any duty upon Lessees or the City with respect to the leased premises. Lessees, at their respective sole expenses, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this agreement, or for making repairs, alterations, improvements, or additions. The City, when necessary, will join with Lessees in applying for all such permits or licenses.

ARTICLE XII

Liability Insurance

Lessees shall obtain and maintain at all times during the term hereof, with a responsible insurer, for the benefit of the City and the Lessees as their respective interest may appear, comprehensive general liability insurance in the amount of One Million dollars (\$1,000,000.00) per occurrence with an aggregate value of Two Million dollars (\$2,000,000.00), to protect against any loss, claims, lawsuits or liability for damages, property damage, personal injury or death, and any expenses of the parties against any claim for such damages which might result from use or occupation or condition of the premises. Simultaneously with and as a prerequisite of executing of this lease, Lessees shall furnish a copy of such insurance policy(ies) to the City Clerk/Treasurer and such policy(ies) shall contain an endorsement that it shall not be canceled or altered without at least thirty (30) days prior written notice to the City from the insurer. The City and Lessees shall be specifically named as insured under said policy.

ARTICLE XIII

Indemnification

Lessees hereby agree to indemnify and to hold the City free and harmless from and against any and all actions, claims and demands arising out of the use or occupancy of the premises by Lessees or the failure of the Lessees to maintain the premises as herein provided, including, but without limitation, any carelessness, negligence, improper conduct, wrongful or intentional act or breach of this lease by the Lessees or its agents, employees, patrons, invitees, suppliers or licensees, and any and all costs, expenses and fees, including attorneys' fees, incurred by the City incident thereto. The City hereby indemnifies and agrees to hold the Lessees free and harmless from any and all actions caused by the sole negligence of the City.

ARTICLE XIV

Use/Right of Entry and Inspection/Damage/Repairs

- 1. Use. Lessees shall not use or permit the use of the leased premises for any purpose prohibited by law, shall comply with all requirements and demands of all governmental agencies or officials with respect to the condition, use and occupancy of the premises as such may appear from time to time during the term of this lease and shall not commit nor suffer to be committed any nuisance on or waste of the premises.
- 2. Right of Entry and Inspection. Lessees shall permit the City or the City's duly authorized agents, employees or representatives to enter upon the leased premises at all reasonable times for the purpose of inspection.
- Damage. It is specifically understood that any damage caused by Lessees or their guests
 to the premises during the term of this Lease shall be promptly corrected or replaced at
 the Lessees' expense.
- 4. Repairs. All repairs to the premises during the terms of this lease shall be the sole responsibility of the Lessees.

ARTICLE XV

Time of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this lease.

ARTICLE XVI

Mortgages and Subleases

Lessees may not assign their rights under this lease or assign or encumber the premises without the prior written consent of the City.

ARTICLE XVII

Surrender Upon Termination

Upon the termination or cancellation of this lease Lessees, at their expense, shall remove from the premises all merchandise, furniture, furnishings, equipment or any other personal property belonging to it, and shall quietly and peaceably surrender possession of the leased premises in a similar or an improved condition as when received. There shall not be any holding-over by Lessees beyond the termination or cancellation of this lease. Any such holding-over by Lessees shall incur to the City a penalty fee of \$100.00 per day.

ARTICLE XVIII

Entire Agreement

This lease and attached Exhibits (A and B) shall be deemed to include the entire agreement between the parties hereto and no waiver of any right, agreement or condition herein and no modification of any term or condition herein shall be binding upon either party unless in writing and signed by the parties.

ARTICLE XIX

Partial Invalidity

In the event any provision of this Lease or part thereof shall be determined by any court

of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE XX

Notices/Demands

Notices or demands required hereunder shall be in writing and shall be sent by certified mail (return receipt requested) to those persons at the addresses noted herein. The address of either party hereinabove set forth may be changed from time to time by giving written notice in that regard. All payments required to be made hereunder shall be made at the appropriate address hereinabove set forth or to such address as either of the parties may from time to time specify.

CITY OF LAUREL	CITY	OF	LA	UREL
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LESSEES:

Exhibit A

AMERICAN LEGION FIELD

American Legion (Dodgers) Field



Exhibit B

LITTLE LEAGUE FIELDS

THOMSON PARK FIELD



NUTTING PARK FIELDS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2015

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

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

certificate holder in lieu of such endorsement(s).	TOOM OF THE PARTY
PRODUCER	CONTACT NAME: PHONE (A/C, No. Ext): (630) 990 - 7300 FAX (A/C, No. Ext): (630) 990 - 8907
S A VAN DYK INC 1010 Jorie Blvd #242	(A/C No. Ext): (830/990-1300) (A/C, No): *** E-MAIL ADDRESS:
Oak Brook, IL 60523	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: NATIONAL CASUALTY COMPANY
INSURED AMERICAN LEGION BASEBALL	INSURER B:
POST #123 LAUREL DODGERS	INSURER C:
* A R W 31 mm	INSURER D:
	INSURER E :
	INSURER F:
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CEPTIEV THAT THE POLICIES OF INSURANCE LISTED BELOW HAV	RE 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 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS INDICATED. NOTWITHSTANDING ANY 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. POLICY EFF POLICY EXP LIMITS										
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A	x	DAPTTCTDANTS				KRO 0000004875600	3/1/15	3/1/16	MED EXP (Any one person) PERSONAL & ADV INJURY	s 5,000 s 2,000,000	
A		POLICY PROJECT		X		CERT NO.: 059	CERT NO.: 0593			GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ UNLIMITED \$ 2,000,000
		OTHER:		┞					COMBINED SINGLE LIMIT (Ea accident)	\$	
	AUT	OMOBILE LIABILITY							BODILY INJURY (Per person)	\$	
	ļ	ANYAUTO ALL OWNED	SCHEDULED						BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED		NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
	 	HIRED AUTOS AUTOS							\$		
		UMBRELLA LIAB	OCCUR						EACH OCCURRENCE	\$	
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ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandstory in NH) If yes, describe under			PRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE			
			1					E.L. DISEASE - POLICY LIMIT			
_	DÉS	CRIPTION OF OPERATI	IONS below	\vdash	\vdash		 			<u> </u>	

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

THE CERTIFICATE HOLDER NAMED BELOW IS NAMED AN ADDITIONAL INSURED UNDER THE POLICY BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED. THE INCLUSION DOES NOT INCREASE THE LIMIT OF LIABILITY UNDER THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
CITY OF LAUREL PO BOX 10 LAUREL, MT 59044 ATTN:CINDY ALLEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE
	C 1000 COLD CORPORATION All rights reserved

CERTIFICATE OF LIABILIT	DATE	3/09/15	
Keystone Risk Managers, LLC	CERTIFICAT	E# 4260113-1	
1995 Point Township Drive Northumberland, PA 17867		4 26 01	
ITIONAL NAMED INSURED:		INSURERS A	FFORDING COVERAGE:
LAUREL LL COREY MCILVAIN		INSURER A:	LEXINGTON INSURANCE COMPAN
903 6TH AVE	MT 59044		NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
East 1: 7 NoT 1 Y Ann Bonn	111 27017	INSURER C:	AIG SPECIALTY INSURANCE COMPANY

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

;R	ADD'L INSRD	TYPE OF INSURANCE	FOR INSTRUME DOLL VILLABLE TO THE TENT OF		POLICY EXPIRATION DATE MM/DD/YYYY		LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
C)	Х	X OCCURRENCE	011225810	1/01/2015	1/01/2016	GENERAL AGGREGATE	\$2,000,000
		X INCL. PARTICIPANTS	Property Damage Dedu	ıctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		V CEVILAL ABUCE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
					* .	EACH LOSS	\$1,000,000
4	X	DIRECTORS & OFFICERS	17602157	1/01/2015 1/01/201		AGGREGATE	\$1,000,000
4	Х	CRIME COVERAGE	011408714	1/01/2015	1/01/2016	EACH LOSS	\$35,000
		OTHER GOVERNAGE	Crime Deductible: \$250	Property/\$1,000 Mone	AGGREGATE	NONE	
3	Х	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2015	1/01/2016	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and

2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

ROCKY MOUNTAIN COLLEGE 2. KEITH WOOD/WOODS POWR-GRIP INC 3. MAILE URBASKA/JOHN
JRBASKA/KATIE URBASKA 4. CITY OF BILLINGS 5. CITY OF LAUREL 6. LAUREL SCHOOL
DISTRICT 7. PARK CITY SCHOOL DISTRICT 8. MONTANA STATE UNIVERSITY BILLINGS
9. CANYON CREEK SCHOOL DISTRICT #4 10. JOLIET PUBLIC SCHOOL DISTRICT 11.
TOWN OF FROMBERG 12. TOWN OF BRIDGER

INSURED	CANCELLATION
Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 HIGHWAY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OF THEIR REPRESEMENTIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.
South Williamsport, PA 17702	AUTHORIZED REPAESENTATIVE
	The second secon

CERTIFICATE OF LIABI	LITY INSURANCE	DATE	1/19/16
Keystone Risk Managers, LLC	CERTIFICATI	E# 4260113-1	
1995 Point Township Drive Northumberland, PA 17867		4 26 01	
ADDITIONAL NAMED INSURED:		INSURERS AF	FORDING COVERAGE:
LAUREL LL MICHAEL TEMPORAL		INSURER A:	LEXINGTON INSURANCE COMPA
717 BEARTOOTH CI		1	NATIONAL UNION FIRE INSURAN COMPANY OF PITTSBURGH, PA
LAUREL	MT 59044	I INSURER C. I	AIG SPECIALTY INSURANCE COMPANY

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INSR	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MWDD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
		L	GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
A	A X 3		OCCURRENCE	011225814	1/01/2016	1/01/2017	GENERAL AGGREGATE	\$2,000,000
		X	INCL. PARTICIPANTS	Property Damage Dedu	ctible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		x	SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	\$1,000,000
		_	SEXUAL ABUSE				SEXUAL ABUSE AGGREGATE	\$2,000,000
			MEDICAL PAYMENTS				ANY ONE PERSON	
		DIRECTORS & OFFICERS					EACH LOSS	\$1,000,000
A	X		DINECTORS & OFFICERS	19330955	1/01/2016	1/01/2017	AGGREGATE	\$1,000,000
Ą	Х		CRIME COVERAGE	011408717	1/01/2016	1/01/2017	EACH LOSS	\$35,000
				Crime Deductible: \$250	AGGREGATE	NONE		
В	Х	s	PORTS EXCESS ACCIDENT	SRG9105434	1/01/2016	1/01/2017	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect t liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person c organizations and subject to the following additional exclusions:

1. Structural atterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unles performed by the above named Little League and

2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. ROCKY MOUNTAIN COLLEGE 2. KEITH WOOD/WOODS POWR-GRIP INC 3. MAILE URBASKA/JOHN URBASKA/KATIE URBASKA 4. CITY OF BILLINGS 5. CITY OF LAUREL 6. LAUREL SCHOOL DISTRICT 7. PARK CITY SCHOOL DISTRICT 8. MONTANA STATE UNIVERSITY BILLINGS 7. CANYON CREEK SCHOOL DISTRICT #4 10. JOLIET PUBLIC SCHOOL DISTRICT 11. TOWN OF FROMBERG 12. TOWN OF BRIDGER

INSURED	CANCELLATION				
Little League Baseball Risk Purchasing Group, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE TH EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTIC TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.				
539 U.S. RT. 15 HIGHWAY	$DU_{a}O/c$				
South Williamsport, PA 17702	AUTHORIZED REPRESENTATIVE				

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the

	ns and conditions of the policy, certa tificate holder in lieu of such endorsen			may require an end	dorseme	nt. A	stateme	ent on this c	ertificate does not	confe	r rights to the
	DUCER				CONTACT	r	Mass M	lerchandising	Underwriting		
	Cinsurance Group, Inc.				PHONE: (A/C, No.	Ext):	1-800-4	26-2889	FAX: (A/C, No):	1-260	-459-5105
1712 Magnavox Way Fort Wayne IN 46804					E-MAIL ADDRESS		info@s	portsinsurance	-kk.com		
					1,221,125		R(S) AFF	ORDING COVERA	GE		NAIC#
<u> </u>					INSURER		Nationv	vide Mutual In:	surance Company	2378	7
	rel American Legion Dodgers				INSURER					+	
	Box 144				INSURER					 -	
	rel, MT 59044	4		Estatable and DDO	INSURER						
	lember of the Sports, Leisure & Entertain				INSURER						
	VERAGES CE S IS TO CERTIFY THAT THE POLICIES OF IN			NUMBER: W008065				ON NUMBER		V DED	IOD INDICATED
NOT ISSI SUC	WITHSTANDING ANY REQUIREMENT, TER JED OR MAY PERTAIN, THE INSURANCE AI CH POLICIES. LIMITS SHOWN MAY HAVE BE	M OR FFORI EN R	COND DED BY	ITION OF ANY CONTRA THE POLICIES DESCR	CT OR O	THER D	OCUME SUBJEC	NT WITH RESP T TO ALL THE	ECT TO WHICH THIS	CERTI	FICATE MAY BE
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	₹		Y EFF D/YY)	POLICY EXP (MM/DD/YY)	LII	MITS	
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Х		6BRPG000000572	26200		5/2016 AM EDT	03/15/2017 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence	۵)	\$2,000,000 \$300,000
									MED EXP (Any one person	$\overline{}$	\$5,000
									PERSONAL & ADV INJUR	RY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	-	
	PRO- LOC								PRODUCTS-COMP/OP A	66	\$5,000,000
	POLICY JECT LOC										\$2,000,000
	OTHER								PROFESSIONAL LIABILIT		\$2,000,000 \$2,000,000
A	AUTOMOBILE LIABILITY			6BRPG000000572	6200	03/15	/2016	03/15/2017	COMBINED SINGLE LIMI		\$2,000,000
	ANY AUTO					12:01 A	AM EDT	12:01 AM	(Ea Accident) BODILY INJURY (Per pers	son)	
	SCHEDULED								BODILY INJURY (Per acci		
	V NON-OWNED								PROPERTY DAMAGE		
	X Not provided while in Hawaii								(Per accident)		
_	UMBRELLA LIAB OCCUR								EACH OCCURRENCE		
	EXCESS LIAB CLAIMS-MADE								AGGREGATE		
<u> </u>	DED RETENTION					ļ			loco I I		
l	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						ļ		ISIAIUIE	THER	
	ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER	N/A							E.L. EACH ACCIDENT E.L. DISEASE – EA EMPL	OVEE	
	EXCLUDED? (Mandatory in NH)	117.7								$\neg \neg$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							-	E.L. DISEASE - POLICY I	LIMIT	
Α	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000000572	6200		/2016	03/15/2017	PRIMARY MEDICAL		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES /A/	OPD 10	Additional Pamarks Scha	dula may		AM EDT		EXCESS MEDICAL		\$250,000
Leg Spo	al Liability to Participants (LLP) limit is a p ort(s): Baseball Age(s): 16-19	oer oc	curren	ice limit.							
The	certificate holder is added as an addition	al ins	ured, l		sed, in w			by the acts or	omissions of the nar	med ins	sured.
_	of Laurel			·	SHOULD	ANY O	F THE /		RIBED POLICIES BE		
PÓ	Box 10					IRATION	DATE 1	THEREOF, NOT	ICE WILL BE DELIVER		
	rel, MT 59044 ner/Lessor of Premises)				AUTHORIZ						
					Soft h	wheel					

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved. ACORD 25 (2014/01)



DATE (MM/DD/YYYY)

ACORD	EK	111	ICATE OF LIA	DILITI	NOUKA	NCE	03/14/2017	
HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. HIS 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 SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	s an /	ADDI terms	FIONAL INSURED, the person of	policy, certain ndorsement(s)	policies may	ONAL INSURED provision require an endorsement	ns or be endorsed. If . A statement on this	
PRODUCER	-	2		CONTACT NAME:		andising Underwriting		
K&K Insurance Group, Inc.				PHONE (A/C, No, Ext):	1-800-426-28	889 (A/C, No):	1-260-459-5105	
1712 Magnavox Way Fort Wayne IN 46804				E-MAIL ADDRESS: PRODUCER CUSTOMER ID:	info@sportsi	nsurance-kk.com	Value - AMIL - Maria	
					INSURER(S) A	FFORDING COVERAGE	NAIC#	
INSURED				INSURER A:	Nationwide M	Iutual Insurance Company	23787	
Laurel American Legion Dodgers				INSURER B:				
PO Box 144 Laurel, MT 59044				INSURER C:		and the supplementary of the s		
A Member of the Sports, Leisure & Entert	ainme	nt RP	PG	INSURER D:				
				INSURER E:				
				INSURER F:				
COVERAGES	= 11101	15.414	CERTIFICATE NU				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES O NOTWITHSTANDING ANY REQUIREMENT, I ISSUED OR MAY PERTAIN, THE INSURANC SUCH POLICIES. LIMITS SHOWN MAY HAVE	TERM E AFF BEEN	OR CO ORDE I REDI	ONDITION OF ANY CONTRA D BY THE POLICIES DESCA JCED BY PAID CLAIMS.	ACT OR OTHER RIBED HEREIN IS	DOCUMENT W S SUBJECT TO	ITH RESPECT TO WHICH TH	IS CERTIFICATE MAY BE	
NSR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	; LIMI	rs	
A X COMMERCIAL GENERAL LIABILITY	.х		6BRPG0000006055100	03/15/2017	03/15/2018	EACH OCCURRENCE	\$2,000,000	
CLAIMS- X OCCUR				12:01 AM EDT	12:01 AM	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	
						MED EXP (Any one person)	\$5,000	
		1.5			**	PERSONAL & ADV INJURY	\$2,000,000	
					1.53	GENERAL AGGREGATE	\$5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:	•					PRODUCTS - COMP/OP AGG	\$2,000,000	
POLICY PRO- JECT LOC			'			PROFESSIONAL LIABILITY	\$2,000,000	
OTHER:						LEGAL LIAB TO PARTICIPANTS	\$2,000,000	
A AUTOMOBILE LIABILITY ANY AUTO			6BRPG0000006055100	03/15/2017 12:01 AM EDT	03/15/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$2,000,000	
OWNED AUTOS SCHEDULED AUTOS ONLY X HIRED NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	412	
X NOT PROVIDED WHILE IN HAWAII								
UMBRELLA LIAB GCCUR	-					EACH-OCCURRENCE		
DED RETENTION						AGGREGATE		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ Y / N	N/A		NFT NAT			PER OTHER E.L. EACH ACCIDENT		
EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below	j l					E.L. DISEASE - POLICY LIMIT		
A MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000006055100	03/15/2017	03/15/2018	PRIMARY MEDICAL		
	į I			12:01 AM EDT	12:01 AM	EXCESS MEDICAL	\$250,000	
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) egal Liability to Participants (LLP) limit is a per occurrence limit. port(s): Baseball Age(s): 16-19 the certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.								
CERTIFICATE HOLDER				LATION				
City of Laurel PO Box 10			SHOULD	ANY OF THE	ABOVE DE	SCRIBED POLICIES BE (EOF, NOTICE WILL	CANCELLED BEFORE	
PO Box 10 Laurel, MT 59044			ACCOR	DANCE WITH T	HE POLICY P	ROVISIONS.	UL DELITERED IN	
(Owner/Lessor of Premises)			AUTHORIZI	ED REPRESENTAT	IVE	, ,		

-----ACORD 25 (2915/03)

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

CERTIFICATE OF LIABILITY IN	DATE (MM/DD/YY) 1/11/17			
Keystone Risk Managers, LLC 1995 Point Township Drive	CERTIFICATE #: 4260113-1	4 26 01		
Northumberland, PA 17867	INSURERS AFFORDING COVERAGE:			
ADDITIONAL NAMED INSURED:	INSURER A: Lexington Insurance (Company		
LAUREL LL	INSURER B: National Union Fire In			
LAUREL LL MICHAEL TEMPORAL	(Non-Liability) Pittsburgh, PA			
717 BEARTOOTH CIR	INSURER C: AIG Specialty Insuran	AIG Specialty Insurance Company		
LAUREL MT 59044				

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NAMED INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS 1	
			GENERAL LIABILITY	•	,		EACH OCCURRENCE	\$1,000,000
Α	x	X	OCCURRENCE	011225818	1/03/2017	1/01/2018	GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS		Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE	ika Partos Arting Jeen Parton		1/100000	Sexual Abuse OCCURRENCE Sexual Abuse	\$1,000,000 \$2,000,000
			MEDICAL PAYMENTS				AGGREGATE Any One Person	
	1						EACH LOSS	\$1,000,000
Α	X	X DIRECTORS & OFFICERS		18251913	1/01/2017	1/01/2018	AGGREGATE	\$1,000,000
C X CYBE		CY	BER LIABILITY COVERAGE	017601604 1/01/2017 1/01/2018		LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE	
	S&P SECURITY AND PRIVACY LIABILITY INSURANCE REGULATORY ACTION SUBLIMIT OF LIABILITY		\$100,000 PER LE \$1,000 PER LEAC	AGUE SUBLIMIT O	F LIABILITY	RETROACTIVE DATE	CONTINUITY DATE	
			\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION		
	EM	EVE	ENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION	
Α	. х	X CRIME COVERAGE	011408720	1/01/2017	1/01/2018	EACH LOSS	\$35,000	
				Crime Deductible: \$250 Property/\$1,000 Money		AGGREGATE	NONE	
В	X			RG9105434	1/01/2017	1/01/2018	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and

2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. ROCKY MOUNTAIN COLLEGE 2. KEITH WOOD/WOODS POWR-GRIP INC 3. MAILE URBASKA/JOHN URBASKA/KATIE URBASKA 4. CITY OF BILLINGS 5. CITY OF LAUREL 6. LAUREL SCHOOL DISTRICT 7. PARK CITY SCHOOL DISTRICT 8. MONTANA STATE UNIVERSITY BILLINGS 9. JOLIET PUBLIC SCHOOL DISTRICT 10. TOWN OF FROMBERG 11. TOWN OF BRIDGER

INS	SU	R	E	D

Little League Baseball Risk Purchasing Group, Inc. 539 U.S. RT. 15 Highway South Williamsport, PA 17702

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