



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



| | | | |
|---------------------|---|-------------------|--------------|
| Meeting Date | 05/08/2019 | Department | City Council |
| Agenda Item | 4.7 Consideration of a Minor Event/Chris Greenleaf /Use of City Owned Property/June 1, 2019 | | |
| Est. Cost | n/a | | |

Background Information

According to the city code, the City Manager, or his designee, shall be authorized to issue permits for events deemed to be Minor Events. The City Council is being asked to review this minor event application as there are several factors that vary from other minor event applications.

- The applicant is asking to use city property for parking that is not normally used for special events (vacant lot Map 033-006/120 Harrison Avenue)
- The applicant is not the owner of the property located at 109 Harrison Avenue
- The event will exceed four hours in length and have loud music.
- Department heads have the following concerns: Planning and Economic Development has a concern of loud music (See section 8.8.1.1 regarding permissible sound levels and times of allowable limits), two separate residential units located at the location that share a driveway, Public Works has requested that the parking area (owned by the city) be staked off with ribbons on the back edge, and Police Department cannot give permission for the event to disturb others peace on that day and that department will follow the State of Maine disorderly conduct law.

Mr. Greenleaf is unable to attend the meeting but the property owner will be present to answer questions that may arise.

| | |
|---|--|
| Requested Action | 'I move to approve the minor special event permit for Chris Greenleaf with the following conditions: the property owner gives written permission for the event, the other occupant of the residential unit is made aware of the event, the music will not exceed the allowable decibels according to state law, proof of insurance naming the city as a loss payee will be provided, and the city owned lot being used will be staked with ribbons for safety measures.' |
| City Manager and/or Finance Review | The City Manager recommends the above action. |
| Council Vote/ Action Taken | |
| Departmental Follow-Up | |

| | | | |
|----------------------------|-------------------------------|----------------------------------|-------------------------|
| City Clerk Use Only | 1 st Reading _____ | Advertised _____ | EFFECTIVE DATE _____ |
| | 2 nd Reading _____ | Advertised _____ w/in 15 Days | |
| | Final to Dept _____ | Updated Book _____ | Online _____ |



**CITY OF GARDINER
SPECIAL EVENT PERMIT APPLICATION**

Applicant's Name: Christopher L. Greenleaf / Francine C. Dinsmore
 Applicant's Address: 109 Harrison Ave #1
Gardiner, me 04345
 Applicant's Phone: ^{CHRIS cell} ~~(4)~~ 207-441-9792 ^{Fran cell} ~~(4)~~ 207-446-3059 ^{Fax} 207-582-3167
 Applicant's E-mail Address: lee.ysc@outlook.com
 Event Name: Wedding Ceremony / Reception
 Date(s): June 1, 2019 Time (s): Noon - midnight
 Location: 109 Harrison Ave, Gardiner, me 04345

Event Description

Wedding, Reception, Dancing, Water Slides,
Cookout BBQ, Games, Loud music, -----

Applicant has requested any fee be waived for the following reason:

non-profit charitable cause sponsored Gardiner River Fest, LLC or Gardiner Main St

| | Yes | No |
|--|-----------------------------|----|
| Have you made arrangements with Public Safety to ensure public safety, crowd control, and noise level? | ✓ | |
| Have you addressed parking? | ✓ | |
| Have you made arrangements for clean-up and/or trash removal? | ✓ | |
| Will you be providing port-a-potties? | ✓ Handicapped Regular | |
| Will the applicant provide proof of insurance to the City, with the City of Gardiner being named as additionally insured? | ✓ Pending | |
| Will there be any use of fire, i.e. tiki torches, grills, barbecues, bonfires, etc? NOTE: A burn permit must also be obtained from the fire department for the date specified | 4 Gas Grills | |
| Will there be a parade associated with the event? If yes, have you contacted the Chief of Police? | | ✓ |
| Will you be posting a banner? | | ✓ |
| Will you need electricity? If so, how man hours? | | ✓ |
| Additional event information: <u>will provide temporary Barriers for Drop-off on edge of lot we are asking to use.</u> | | |

City of

Event location 109 Harrison Ave

APR 10 2019

Received



CITY OF GARDINER
SPECIAL EVENT PERMIT APPLICATION

I understand permits may be required before operating or conducting any activity on property owned by the City of Gardiner.

- As the applicant, I have the authority from the owner to apply for this license from the City of Gardiner.
Failure to answer all the questions in this application may result in the application not being presented to the City Council.
Events are considered rain/shine.
This permit does not authorize alcohol on any public property, including, but not limited to the Common, Waterfront, streets and sidewalks.

This is a Minor Event - it will not exceed four hours in duration and fewer than 100 people will be affiliated - i.e., wedding ceremony, etc.

Handwritten note: will be less than 100 ppl, will exceed 10 hours

This is a Major Event - it will exceed four hours in duration and more than 100 people will attend - i.e., community festival, carnival, street dance, etc. Major Events involve additional City Services and fees for services apply - i.e., police protection, cleanup, electricity.

Signature of Francine Dinsmore

3-10-19

3-10-19

Applicant's Signature

Date

Received in Clerk's Office by [Signature] Date 4/10/19
CM _____ Police _____ Fire _____ PW _____ B&G _____ CEO _____

City Council Approval (If Necessary)

City Council hereby finds that:

- 1. The proposed Special Event is consistent with the goal of promoting the use of City property for recreational, entertainment or charitable events; and
2. That the proposed Special Event can be conducted in the location proposed without endangering the public safety or disturbing the peace and order of the City of Gardiner; subject to the attached list of conditions:

Dated this _____ day of _____, 20_____.

Municipal Officer of the City of Gardiner

Event Needs Requested

Date of Event June 1, 2019

Name of Event Wedding & Reception (Greenleaf-Dinsmore)

| | City Services Contacted | Estimate of Department Cost | Department Head Initials |
|--|---|-----------------------------|--------------------------|
| Police: 207-582-5150 jtoman@gardinermaine.com | PD is fine with overall approval as long as Mr.Greenleaf stakes off the back edge of the parking area as requested by myself and PW Director Laplante in a previous email. Further, it must be stated and known by Mr. Greenleaf that | | |
| Fire: 207-582-4535 anelson@gardinermaine.com | we, the City, CAN NOT give permission for the Greenleaf's to disturb other people's peace on that day, specifically with loud music or anything else for that matter. GPD will follow the State of Maine's disorderly conduct law if | | |
| Public Works/ Buildings & Grounds: 207-582-4408 tlaplante@gardinermaine.com | noise becomes an issue. https://legislature.maine.gov/statutes/17-A/title17-Asec501-A.html | | |
| Code Enforcement Office: Planning & Economic Development 207-582-6892 ceo@gardinermaine.com tfiorelli@gardinermaine.com | 1.Loud music – the application states the event will be held noon to midnight. Section 8.8.1.1 of the Land Use Ordinance states the maximum permissible sound level is 55 dBA from 7:00 a.m. – 7:00 p.m. and 45 dBA from 7:00 p.m. 7:00 a.m. 2.This home appears to have 2 separate residential units that share a driveway; if the other unit is occupied, their neighbor might appreciate prior knowledge. | | |
| | Total Amount Invoiced | | |

Additional comments:

All info above is listed in Department Head Email Correspondence.

Please send application and payment (payable to City of Gardiner) to:
City Clerk's Office, 6 Church Street, Gardiner, ME 04345

Kelly Gooldrup

From: Jim Toman
Sent: Wednesday, May 1, 2019 10:53 AM
To: Kelly Gooldrup; Al Nelson; Barbara Skelton; Christine Landes; Thomas Fiorelli; Tony Laplante
Subject: RE: Minor Special Event - Greenleaf & Dinsmore Wedding

PD is fine with overall approval as long as Mr.Greenleaf stakes off the back edge of the parking area as requested by myself and PW Director Laplante in a previous email. Further, it must be stated and known by Mr. Greenleaf that we, the City, CAN NOT give permission for the Greenleaf's to disturb other people's peace on that day, specifically with loud music or anything else for that matter. GPD will follow the State of Maine's disorderly conduct law if noise becomes an issue.

<https://legislature.maine.gov/statutes/17-A/title17-Asec501-A.html>

From: Kelly Gooldrup <KGooldrup@gardinermaine.com>
Sent: Monday, April 29, 2019 2:04 PM
To: Al Nelson <ANelson@gardinermaine.com>; Barbara Skelton <ceo@gardinermaine.com>; Christine Landes <CLandes@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>; Thomas Fiorelli <TFiorelli@gardinermaine.com>; Tony Laplante <TLaplante@gardinermaine.com>
Subject: Minor Special Event - Greenleaf & Dinsmore Wedding

Please review the attached application for a minor special event – Greenleaf & Dinsmore Wedding/Ceremony

Thank you,

Kelly J. Gooldrup
City Clerk | Registrar of Voters
Notary Public | Dedimus Justice
City of Gardiner
6 Church Street
Gardiner, ME 04345
P: 207-582-4460 | F: 207-582-6895
E: kgooldrup@gardinermaine.com
W: www.gardinermaine.com



Kelly Gooldrup

From: Jim Toman
Sent: Wednesday, May 1, 2019 6:15 AM
To: Christine Landes
Cc: Kelly Gooldrup; Tony Laplante
Subject: Re: Chris Greenleaf wedding

We have received all of the items. TL and I did do a site visit. Neither of us have concerns pertaining to the use of the lot for parking, although TL will formally respond to that. My concern about event is in regards to their music, but I too will formally put my concerns and requirements into my response.

Chief James M. Toman
Gardiner Police Department
207-582-5150

Sent from my iPhone

On May 1, 2019, at 4:37 AM, Christine Landes <CLandes@gardinermaine.com> wrote:

Kelly:

Have you received everything from Chris Greenleaf in regards to the minor event he is planning?

I had asked him to get me the following:

- Permission from property owner
- Map of how he was proposing to use the city land
- Certificate of insurance naming the city

I believe Tony and Chief were also going to do a 'road trip' to see what their concerns were.

<image003.jpg>

Christine M. Landes, MBA/CMM

City Manager

City of Gardiner

6 Church Street

Gardiner, Me. 04345

207-582-4200 City Hall

207-582-6895 Fax

clandes@gardinermaine.com

Kelly Gooldrup

From: Tony Laplante
Sent: Wednesday, May 1, 2019 6:16 AM
To: Christine Landes; Kelly Gooldrup
Cc: Jim Toman
Subject: RE: Chris Greenleaf wedding

Jim and I visited the site and are in agreement that they need to stake and ribbon off the back edge of the lot.

Tony

From: Christine Landes
Sent: Wednesday, May 1, 2019 4:38 AM
To: Kelly Gooldrup <KGooldrup@gardinermaine.com>
Cc: Tony Laplante <TLaplante@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>
Subject: Chris Greenleaf wedding

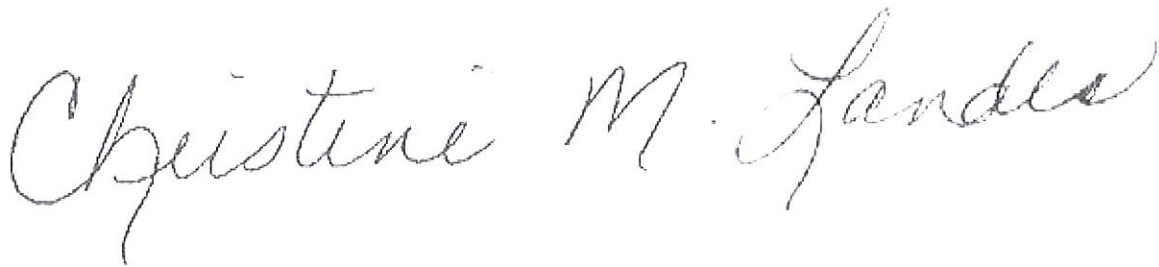
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City Manager
City of Gardiner
6 Church Street
Gardiner, Me. 04345
207-582-4200 City Hall
207-582-6895 Fax
clandes@gardinermaine.com

Kelly Gooldrup

From: Thomas Fiorelli
Sent: Monday, April 29, 2019 2:35 PM
To: Kelly Gooldrup; Al Nelson; Barbara Skelton; Christine Landes; Jim Toman; Tony Laplante
Subject: RE: Minor Special Event - Greenleaf & Dinsmore Wedding

Planning and Economic Development has a few concerns:

1. Loud music – the application states the event will be held noon to midnight. Section 8.8.1.1 of the Land Use Ordinance states the maximum permissible sound level is 55 dBA from 7:00 a.m. – 7:00 p.m. and 45 dBA from 7:00 p.m. 7:00 a.m.
2. This home appears to have 2 separate residential units that share a driveway; if the other unit is occupied, their neighbor might appreciate prior knowledge.

Tom

From: Kelly Gooldrup <KGooldrup@gardinermaine.com>
Sent: Monday, April 29, 2019 2:04 PM
To: Al Nelson <ANelson@gardinermaine.com>; Barbara Skelton <ceo@gardinermaine.com>; Christine Landes <CLandes@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>; Thomas Fiorelli <TFiorelli@gardinermaine.com>; Tony Laplante <TLaplante@gardinermaine.com>
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E: kgooldrup@gardinermaine.com
W: www.gardinermaine.com



Kelly Gooldrup

From: Christine Landes
Sent: Monday, April 29, 2019 2:32 PM
To: Al Nelson
Cc: Kelly Gooldrup; Barbara Skelton; Jim Toman; Thomas Fiorelli; Tony Laplante
Subject: Re: Minor Special Event - Greenleaf & Dinsmore Wedding

I would especially like Chief Toman's and PW Director LaPlante's input as they are requesting to use city land for parking.
Thank you
Christine

Sent from my iPhone; please excuse any typos. If you have received this email in error, please notify me immediately.

On Apr 29, 2019, at 8:23 PM, Al Nelson <ANelson@gardinermaine.com> wrote:

FD has no issues

From: Kelly Gooldrup <KGooldrup@gardinermaine.com>
Sent: Monday, April 29, 2019 2:04 PM
To: Al Nelson <ANelson@gardinermaine.com>; Barbara Skelton <ceo@gardinermaine.com>; Christine Landes <CLandes@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>; Thomas Fiorelli <TFiorelli@gardinermaine.com>; Tony Laplante <TLaplante@gardinermaine.com>
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E: kgooldrup@gardinermaine.com
W: www.gardinermaine.com
<image001.jpg>

Kelly Gooldrup

From: Tony Laplante
Sent: Monday, April 29, 2019 2:39 PM
To: Christine Landes; Al Nelson
Cc: Kelly Gooldrup; Barbara Skelton; Jim Toman; Thomas Fiorelli
Subject: RE: Minor Special Event - Greenleaf & Dinsmore Wedding

JT, would you like to do a site visit?

T

From: Christine Landes
Sent: Monday, April 29, 2019 2:32 PM
To: Al Nelson <ANelson@gardinermaine.com>
Cc: Kelly Gooldrup <KGooldrup@gardinermaine.com>; Barbara Skelton <ceo@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>; Thomas Fiorelli <TFiorelli@gardinermaine.com>; Tony Laplante <TLaplante@gardinermaine.com>
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E: kgooldrup@gardinermaine.com

| | | | | | | | | | | | |
|---|--|--------------|--|------------------|--|-------------------|--|------------------------|--|---------------------------|--|
| CURRENT OWNER GARDINER CITY OF 6 CHURCH ST GARDINER, ME 04345 Additional Owners: | | TOPO. | | UTILITIES | | STRT./ROAD | | LOCATION | | CURRENT ASSESSMENT | |
| | | 2 Suburban | | EXM LAND | | Code 9030 | | Appraised Value 58,500 | | Assessed Value 58,500 | |
| | | | | | | | | 3510 | | GARDINER, ME | |

| | | | | | | | | | |
|--|--|---------------------------------|--|-------------------------|--|--------------------------------|--|---|--|
| RECORD OF OWNERSHIP GARDINER CITY OF | | BK-VOL/PAGE 499S/ 159 | | SALE DATE U V | | SALE PRICE V.C. 0 IN | | PREVIOUS ASSESSMENTS (HISTOR) | |
| | | | | | | | | Total: 58,500 | |
| | | | | | | | | This signature acknowledges a visit by a Data Collector or Assessor | |

| | | | |
|-------------------|------|--------------------------|------------|
| EXEMPTIONS | | OTHER ASSESSMENTS | |
| Year | Type | Description | Comm. Int. |
| | | | |

| | | | |
|-------------------------------|-------------------|--------------|-------|
| ASSESSING NEIGHBORHOOD | | NOTES | |
| NBHD/ SUB | Street Index Name | Tracing | Batch |
| 9001/A | | | |
| VACANT LOT | | | |

| | | | |
|---------------|--|----------------------------------|--|
| EXEMPT | | APPRaised VALUE SUMMARY | |
| | | Appraised Bldg. Value (Card) | |
| | | Appraised XF (B) Value (Bldg) | |
| | | Appraised OB (L) Value (Bldg) | |
| | | Appraised Land Value (Bldg) | |
| | | Special Land Value | |
| | | Total Appraised Parcel Value | |
| | | Valuation Method: | |
| | | Exemptions | |
| | | Adjustment: | |
| | | Net Total Appraised Parcel Value | |

| | | | |
|-------------------------------|------------|------------------------------|------------|
| BUILDING PERMIT RECORD | | VISIT/ CHANGE HISTORY | |
| Permit ID | Issue Date | Type | Date |
| | | RL | 04/30/2006 |
| | | IS | |
| | | CD | 99 |
| | | Purpose/Resalt | |
| | | Vacant Land | |

| | | | |
|------------------------------------|-----------|------------------------------------|--------|
| LAND LINE VALUATION SECTION | | LAND LINE VALUATION SECTION | |
| Zone | D | Front | Depth |
| 12 | | | |
| Use Description | Units | Unit Price | ST. C. |
| 903V GARDINER MDL-00 | 43,560 SF | 1.08 | 1.00 |
| 903V GARDINER MDL-00 | 0.65 AC | 2,250.00 | 1.00 |
| | | Factor S.A. | Disc |
| | | 1.0000 | 1.00 |
| | | Factor Idx | Adj. |
| | | 1.00 | 1.10 |
| | | Notes- Adj | |
| | | Spec Calc | |
| | | Spec Use | |
| | | S Adj | |
| | | Fac | |
| | | Adj. | |
| | | Unit Price | |
| | | Land Value | |
| | | 1.00 | 56,900 |
| | | 1.00 | 1,500 |
| | | Total Land Value: 58,500 | |

| CONSTRUCTION DETAIL | | CONSTRUCTION DETAIL (CONTINUED) | |
|---|-------------|---------------------------------|-------------------|
| Element | Cd. | Ch. | Description |
| Model | 00 | | |
| MIXED USE | | | |
| Code | 903V | GARDINER MDL-00 | Percentage 100 |
| COST/MARKET VALUATION | | | |
| Adj. Base Rate: | | | 0.00 |
| Replace Cost | | | 0 |
| AYB | | | 0 |
| EYB | | | 0 |
| Dep Code | | | |
| Remodel Rating | | | |
| Year Remodeled | | | |
| Dep % | | | |
| Functional Obslnc | | | |
| External Obslnc | | | |
| Cost Trend Factor | | | 1 |
| Condition | | | |
| % Complete | | | |
| Overall % Cond | | | |
| Apprais Val | | | |
| Dep % Ovr | | | 0 |
| Dep Ovr Comment | | | |
| Misc Imp Ovr | | | 0 |
| Misc Imp Ovr Comment | | | |
| Cost to Cure Ovr | | | 0 |
| Cost to Cure Ovr Comment | | | |
| OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B) | | | |
| Code | Description | Sub | Sub Description |
| | | Units | Unit Price |
| | | Yr | Gde |
| | | Dp Rt | Cnd |
| | | %Cnd | Apr Value |
| BUILDING SUB-AREA SUMMARY SECTION | | | |
| Code | Description | Living Area | Gross Area |
| | | Eff. Area | Unit Cost |
| | | | Undeprac. Value |
| Ttl. Gross Liv/Lease Area: | | 0 | 0 |
| | | 0 | 0 |

No Photo On Record

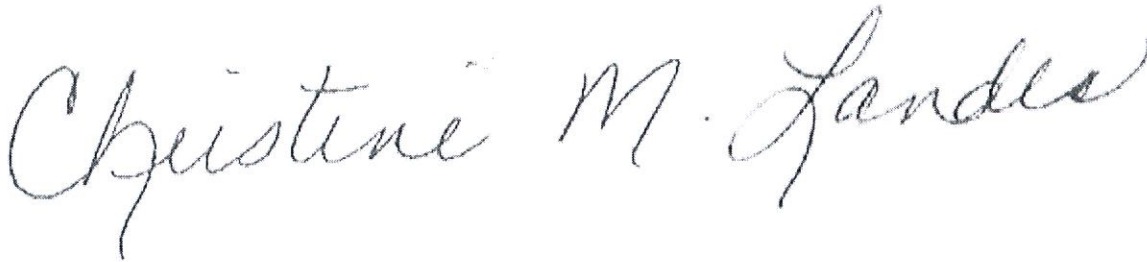
Kelly Gooldrup

From: Christine Landes
Sent: Wednesday, April 17, 2019 12:16 PM
To: Jim Toman; Tony Laplante
Cc: Jon Ault; Kelly Gooldrup
Subject: Chris Greenleaf request

All:

Chris Greenleaf has submitted a request to have a minor event at his home and the lot across the street which is owned by the city. I will be reaching out to him for some more details and to get a letter from the property owner, but would you be able to take a look at the lot so we know what is exactly there and if it's usable? It is owned by the city/ The address is 120 Harrison Ave and it is a vacant lot.

Thanks
Christine

A handwritten signature in cursive script that reads "Christine M. Landes".

Christina M. Landes, MBA/CMM
City Manager
City of Gardiner
6 Church Street
Gardiner, Me. 04345
207-582-4200 City Hall
207-582-6895 Fax
clandes@gardinermaine.com

To who it may concern
Town of Gardiner

I Gordon James being the owner
of 109 Harrison Ave. Gardiner am
~~acknowledging~~ acknowledging that I have given
Chris Greenleaf who resides at that
address permission to use the property
to hold his wedding on June 1-2019
and also do give NOTICE / REQUEST
to file a letter of intent to use
the lot ~~across~~ across the street
for parking the lot is city owned
its lot # is 120 Harrison according to
the town and would be used for overflow
parking

I enclosed a copy of ~~my~~ a fact simvie
insurance policy faxed from my insurance
company identical to the paperwork for my
policy on 109 Harrison they assure me
the policy would umbrella cover the lot
for this use on the day of the event
any questions please call me
at 350-1259 Thank you

Gordon James

**Foremost[®]
Insurance
Company**

**Dwelling Fire Three Policy
Landlord**



FOREMOST
INSURANCE COMPANY
GRAND RAPIDS, MICHIGAN

A Stock Company

Home Office

5600 Beech Tree Lane

Caledonia, Michigan 49316

1-800-527-3905

Form 11003 03/06

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Sample

DWELLING FIRE THREE POLICY LANDLORD

Read the entire policy carefully to determine rights, duties, and what is and is not insured. Various provisions in this policy restrict coverage.

Words and phrases that appear in **bold faced type** have special meaning. Refer to the Definitions.

Insuring Agreement

With your payment of the premium, we agree to provide only the Coverages, Amounts of Insurance and Limits of Liability you have selected as shown on the Declarations Page. This is subject to all policy terms and conditions. This policy, which includes the Declarations Page and endorsements, if any, is the entire agreement between you and us regarding the insurance coverages expressed in it and supersedes all previous agreements regarding those coverages, either oral or written.

We, us and our means the insurance company named on the Declarations Page.

You, your and yours means the person, persons or organization named on the Declarations Page. You, your and yours also means any **family member** of the person or persons named on the Declarations Page.

In SECTION II — Your Liability Coverages, you, your, and yours also means any employees of the person, persons or organization named on the Declarations Page for acts that occur on the **premises** and are within the course of their employment.

Definitions

Actual cash value means the amount it would cost to repair or replace insured property with materials available today of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Bodily injury means physical injury, sickness, disease or death, caused by an accident, sustained by any person except you.

Business means any full or part-time trade, profession or occupation engaged in for economic gain.

But **business** does not mean the rental or holding for rental solely for residential purposes of any dwelling or other structure described on the Declarations Page.

Earth movement means all of the following items whether arising out of any act of nature or human activity:

1. Earthquake, including land shock waves or tremors before, during or after volcanic eruptions;
2. Landslide;
3. Mudflow;
4. Earth sinking, rising or shifting; or
5. Mine subsidence.

Family member means a person who resides in your household and is related to you by blood, marriage or adoption. Family member also means a ward or a foster child who resides in your household.

Medical expenses means reasonable charges for:

1. Medical;
2. Surgical;
3. X-ray;
4. Dental;
5. Ambulance;
6. Hospital;
7. Professional nursing;
8. Recognized religious methods of healing;
9. Prosthetic devices; or
10. Funeral services.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, lead paint components and compounds, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. However, irritants and contaminants released by an accidental fire on your **premises** are not a **pollutant**.

Premises means:

1. The dwelling and other structures that are described on the Declarations Page;
2. The sidewalks, driveways or other private approaches that serve that dwelling and other structures; and
3. The grounds that are immediately adjacent to that dwelling and other structures.

Property damage means direct physical damage or destruction of tangible property of others, including loss of its use, caused by an accident.

Replacement cost means:

Coverage A - Dwelling
Coverage B - Other Structures

The cost to repair or replace property, without deduction for depreciation,

with new property of like kind and quality using conventional materials and construction methods which are available at the time of the loss.

But **replacement cost** does not mean loss, damage or increased loss caused by enforcement of any governmental requirement regulating construction, repair, occupancy, renovation or remodeling.

Coverage C - Personal Property

The cost to repair or replace property, without deduction for depreciation, with new property of like kind and quality.

Residence employee means an employee of yours who performs duties in connection with the maintenance or use of your **premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business** of any of you.

SECTION I — Your Property Coverages

Coverage A — Dwelling

We insure:

1. The dwelling that is described on the Declarations Page;
2. Materials and supplies for use in the construction, alteration or repair of that dwelling located within or immediately adjacent to that dwelling; and
3. Any structure you own that is attached to that dwelling, other than a structure attached only by plumbing, utility line or similar connection.

But we do not insure:

1. Fences;
2. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the dwelling is located either before or after a loss; or
3. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

But we insure this property only if it is:

1. Necessary for the residential occupancy of the dwelling described on the Declarations Page;
2. In or on the dwelling described on the Declarations Page;
3. In the open within 100 feet of the dwelling described on the Declarations Page; or
4. In or on any other structures described on the Declarations Page.

Coverage B — Other Structures

We insure:

1. The other structures that are described on the Declarations Page; and
2. Materials and supplies for use in the construction, alteration or repair of those other structures located within or immediately adjacent to those other structures.

But we do not insure:

1. Land including any cost to repair, rebuild, stabilize or otherwise restore land on which the other structures are located either before or after a loss; or
2. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

We do not insure:

1. Aircraft and any aircraft parts, equipment and accessories including engines and motors;
2. Watercraft and any watercraft parts, equipment and accessories, including trailers, engines and motors;
3. Motor vehicles, recreational land motor vehicles, golf carts, all other motorized land conveyances and any vehicle or conveyance parts, equipment and accessories.

We do insure vehicles or conveyances, other than golf carts and recreational vehicles or conveyances, that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

4. Property separately described and specifically insured in this or any other insurance policy;
5. Camper bodies or trailers;

Coverage C — Personal Property

We insure:

1. Furnishings and appliances;

6. Property held as a sample or for sale or delivery after sale; or
7. Loss, including damage or remediation costs, caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

Coverage D — Loss Of Rents

If an insured loss occurs at the dwelling described on the Declarations Page, we will pay for your loss of normal rents resulting from that insured loss while the dwelling is not fit to live in or use, less charges and expenses that do not continue during that time.

We will pay loss of normal rents only for the shortest time needed to make the dwelling habitable. This coverage will pay loss of normal rents at a monthly rate of one-twelfth of the Amount of Insurance shown on the Declarations Page for Coverage D. The total amount we will pay will not exceed the Amount of Insurance described on the Declarations Page for Coverage D.

If damage caused by an Insured Peril occurs at a neighboring premises, we will pay any resulting loss of normal rents for up to two weeks if civil authorities prohibit occupancy of your dwelling.

We will not pay expenses due to cancellation of any lease or written or oral agreement.

The periods of time are not limited by the expiration of this policy.

No deductible will apply to this coverage.

Your Additional Coverages

When you buy Coverage A — Dwelling, we automatically include the following additional coverages:

1. **Debris Removal.** We will pay the actual, reasonable and necessary cost for the removal of debris of insured property, other than trees, from your **premises** when deposited by an Insured Peril that applies to the insured property.

The debris removal cost is included in the Amount of Insurance that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal cost is more than the Amount of Insurance for the damaged property, an additional 5% of that Amount of Insurance is available for debris removal.

No deductible will apply to this coverage.

2. **Emergency Repairs After Loss.** We will pay any actual, reasonable and necessary expenses for emergency repairs incurred in protecting your insured property from further damage if the damage was caused by an Insured Peril.

This coverage is included in and does not change the Amount of Insurance that applies to the property being protected.

No deductible will apply to this coverage.

3. **Emergency Removal of Personal Property.** We cover your insured personal property against direct loss from any cause not excluded in SECTION I — Exclusions while the property is being removed from your **premises** because it is in danger of loss by an Insured Peril. We provide this coverage for no more

than 30 days while the property is removed from your **premises**.

This coverage is included in and does not change the Amount of Insurance that applies to the property being removed.

No deductible will apply to this coverage.

4. **Fire Department Service Charge** (not applicable in Arizona, New Jersey and New Mexico). We will pay up to \$500 for actual fire department charges incurred by you when the fire department is called to save or protect insured property from an Insured Peril.

No deductible will apply to this coverage.

5. **Trees, Shrubs, Plants and Lawns.** We will pay up to 5% of the Amount of Insurance shown for Coverage A — Dwelling for loss to trees, shrubs, plants and lawns on your **premises**. We will not pay more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the insured item.

Coverage applies to loss caused by the perils of fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by any resident of your **premises**, vandalism or malicious mischief or burglars.

But we do not insure trees, plants, shrubs or portions of lawn:

- a. Grown for **business** purposes; or
- b. Located more than 150 feet from the dwelling described on the Declarations Page.

No deductible will apply to this coverage.

SECTION I — Insured Perils

We insure risk of direct, sudden and accidental physical loss to the property described in Coverage A — Dwelling and Coverage B — Other Structures unless the loss is excluded elsewhere in this policy. The loss must occur during the Policy Period shown on the Declarations Page.

We insure risk of direct, sudden and accidental physical loss to property insured by Coverage C — Personal Property. The loss must occur during the Policy Period shown on the Declarations Page and be caused by any of the following perils unless the loss is excluded elsewhere in this policy.

1. Fire.
2. Lightning.
3. Windstorm or Hail.

But we do not insure loss to signs, radio or television antennas, aerials or satellite dishes, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.

4. Explosion.
5. Riot or civil commotion, including direct loss from pillage and looting during or immediately after the riot and at the site of the riot or civil commotion.
6. Aircraft, including self-propelled missiles and spacecraft.
7. Vehicles.
8. Smoke or smudge.

But we do not insure loss caused by or consisting of:

- a. The gradual accumulation of any oily or greasy substance or film; or
 - b. Smoke from agricultural or commercial operations.
9. Vandalism or malicious mischief, meaning the intentional and willful damage or destruction of property by anyone other than the owner of the property.

But we do not insure:

- a. Any loss to personal property or materials and supplies for use in construction, arising out of its theft or other unlawful taking from your **premises**;
- b. Any loss caused by, resulting from, contributed to or aggravated by intentional acts of any tenant or any roomers and boarders of your **premises**; or
- c. Any loss to personal property if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

10. Loss caused by burglars.

But we do not insure:

- a. Theft of property; or
- b. Loss caused by burglars to property on your **premises** if the dwelling has been vacant for more than 30 consecutive

days immediately before the loss occurs. A dwelling or other structure being constructed, altered or repaired is not considered vacant.

These exceptions do not apply to ensuing loss caused by fire or explosion.

11. Falling Objects.

But we do not insure loss to:

- a. Property within the dwelling or other structure unless the falling object first damages the exterior of the dwelling or other structures;
 - b. Outdoor radio and television antennas, aerials, satellite dishes, positioners, receivers, descramblers including lead-in wiring, masts or towers and related satellite dish equipment when any of these types of property are located outdoors; or
 - c. The falling object.
12. Weight of ice, snow or sleet which causes a loss to property contained in the dwelling and any other structure described on the Declarations Page.
13. Tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system, automatic fire protective sprinkler system, or appliance for heating water.
- But we do not insure loss which is caused by or results from freezing except as provided in the peril of freezing.
14. Freezing of plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances,

but only if you have used reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
 - b. Shut off the water supply and drain the systems and appliances of water.
15. Discharge, release or overflow of water or steam from plumbing, heating, or air conditioning systems, automatic fire protective sprinkler systems or domestic appliances.

But we do not insure loss:

- a. To the appliances or systems;
- b. Caused by accidental discharge or overflow which occurs off your **premises**; or
- c. Caused by or resulting from freezing except as provided in the peril of freezing.

For purposes of this peril, plumbing systems do not include sumps or sump pumps and related equipment and piping.

16. Power surge from artificially generated electrical current.

We do not insure loss to a tube, transistor or similar electronic parts of computers, appliances and home entertainment units.

SECTION I — Exclusions

We do not insure loss caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

1. Loss of or to any property otherwise insured by this policy if that loss is intentionally caused by

any of you or performed at any of your direction.

2. Loss caused by, consisting of or increased by the enforcement of any governmental requirement regulating:
 - a. Construction;
 - b. Confiscation;
 - c. Repair;
 - d. Demolition;
 - e. Sale;
 - f. Occupancy;
 - g. Seizure;
 - h. Renovation; or
 - i. Remodeling.

But we do insure loss arising out of a governmental action to prevent the spread of fire provided that a loss caused by fire would otherwise be insured by this policy.

3. Loss caused by an illegal activity, trade or **business** being conducted with or without your knowledge by any of you or any resident of your **premises** whether or not the person conducting the activity, trade, or **business** is convicted by a criminal court.
4. Loss caused by war (whether declared or undeclared), including civil war, insurrection, rebellion or revolution.
5. Loss caused by:
 - a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
 - b. Loss, cost or expense from any governmental direction or request that any of you test for, monitor, clean up,

- remove, contain, treat, detoxify or neutralize **pollutants**.
6. Loss caused by volcanic eruption.
 7. Loss caused by:
 - a. Flood water, surface water, waves, tidal water, tidal waves, storm surge, tsunami or overflow of a body of water or spray from any of these whether or not driven by wind;
 - b. Water or sewage which backs up through sewers or drains or which overflows from a sump; or
 - c. Water below the surface of the ground regardless of its source. This includes water which exerts pressure on or flows, seeps or leaks through any part of the dwelling or other structures, foundation, sidewalk, driveway or swimming pool.

This exclusion applies whether or not there was widespread damage and whether or not it was caused by a human activity or an act of nature.

This exclusion does not apply to ensuing loss caused by fire or explosion.

8. Loss caused by freezing, thawing, pressure or weight of water or ice or snow, whether driven by wind or not, to a fence, pavement, patio, swimming pool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock.
9. Loss caused by any **business** activity being conducted with or without your knowledge by any of you or any resident of your **premises**.

10. Loss caused by vandalism, burglary, malicious mischief, theft or any other unlawful taking of property:
 - a. By any tenant or any roomers and boarders of your **premises**; or
 - b. If the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.

This exclusion does not apply to ensuing loss caused by fire or explosion.

11. Loss caused by breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately preceding the loss. A dwelling being constructed, altered or repaired is not considered vacant.
12. Loss caused by wind, hail, ice or snow to outdoor radio and television antennas, satellite dishes, aerials, positioners, receivers, descramblers, including lead-in wiring, masts or towers, and related satellite dish equipment when any of these types of property are located outdoors.
13. Loss caused by:
 - a. Freezing of plumbing, heating or air conditioning systems, fire protective sprinkler systems or domestic appliances; or
 - b. Freezing of sumps or sump pumps and related equipment and piping; or

- c. Discharge, leakage or overflow from the systems or appliances caused by freezing.

This exclusion does not apply if you have taken reasonable care to:

- a. Maintain heat in the dwelling or other structure; or
- b. Shut off the water supply and drain the systems and appliances of water.

- 14. Loss caused by theft of materials and supplies for use in the construction, alteration or repair of the dwelling or other structures.

- 15. Loss caused by **earth movement**.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 16. Loss caused by nuclear reaction, radiation or radioactive contamination.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 17. Loss caused by:

- a. The conduct, act, failure to act or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent or without fault.
- b. A defect, weakness, inadequacy, fault or unsoundness in:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, construction, grading, compaction during construction;

- (3) Materials used in construction or repair; or

- (4) Maintenance;

of any property, including but not limited to, land, structures, or improvements of any kind, whether on or off your **premises**.

- c. Weather conditions, including, but not limited to, heat, cold, rain, ice, snow, sleet, wind, hail or drought.

This exclusion applies only if there is another cause of loss that is excluded by this policy.

This exclusion does not apply to ensuing loss caused by fire or explosion.

- 18. Loss caused by:

- a. Wear and tear, marring or scratching, deterioration, rust or other corrosion;
- b. Inherent vice, latent defect, mechanical breakdown;
- c. Mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind;
- d. Smog, smoke from agricultural smudging or industrial operations;
- e. Settling, cracking, shrinkage, bulging or expansion, including resulting cracking of pavements, patios, foundations, walls, floors, roofs or ceilings; or
- f. Birds, vermin, rodents, insects or domestic animals.

This exclusion does not apply to:

- a. En ensuing loss caused by fire or explosion;

- b. Water damage caused by water that suddenly escapes from a plumbing, heating, fire protection sprinkler or air conditioning system or appliance because of any of the above; or
- c. The cost of tearing out and replacing any part of the dwelling or other structure necessary to repair the system or appliance.

But we do not insure loss to the system or appliance from which the water escaped.

- 19. Loss caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, fire protective sprinkler or air conditioning system or from within an appliance which occurs over a period of weeks, months, or years.

This exclusion does not apply to ensuing loss caused by fire or explosion.

immediately before the loss and its **actual cash value** immediately after the loss;

- 2. The **actual cash value** of the damaged part of the dwelling at the time of the loss.
- 3. The amount required to repair or replace the dwelling.
- 4. The Amount of Insurance shown on the Declarations Page for the dwelling.

We may make a cash settlement or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available during the policy period by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

SECTION I — Our Payment Methods

Coverage A — Dwelling

Total Loss Payment Method

A total loss occurs when the dwelling is damaged beyond reasonable repair.

When a total loss occurs, your loss will be equal to the Amount of Insurance shown on the Declarations Page.

Partial Loss Payment Method

When a partial loss occurs, the amount we pay for loss to the dwelling will be the lowest of:

- 1. The difference between the **actual cash value** of the dwelling

Coverage B — Other Structures Coverage C — Personal Property

The amount we pay for loss to the other structures and personal property will be the lowest of:

- 1. The difference between the **actual cash value** of the property immediately before the loss and its **actual cash value** immediately after the loss;
- 2. The **actual cash value** of the lost or damaged part of the property at the time of the loss;

3. The amount required to repair or replace the lost or damaged property; or
4. The Amount of Insurance shown on the Declarations Page.

We may make a cash settlement and take all or part of the property at its appraised or agreed upon value, or repair or replace the property with property of like kind and quality. We will give you notice of our intention within 30 days after we receive your proof of loss.

We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been replaced, restored, or repaired.

The damage to the property will reduce the Amount of Insurance available by the amount of the damage. Your coverage will return to the Amount of Insurance shown on the Declarations Page upon completion of the repairs or replacements.

Payment Methods — Specific Losses

Pairs and Sets

In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may:

1. Repair or replace any part to restore the pair or set to its value before the loss;
2. Pay the difference between the **actual cash value** of the pair or set before and after the loss; or
3. Pay the reasonable cost of providing a substitute to match the remainder of the pair or set as closely as possible.

We will not be obligated to repair or replace the entire pair, set, series of objects, pieces or panels when a part is lost or damaged.

Glass Replacement

We will pay for loss to glass caused by an Insured Peril on the basis of replacement with safety glazing materials when required by law.

Deductible

No deductible will be applied to Coverage A - Dwelling in the event of a total loss unless stated otherwise in this policy. All other losses will be subject to the deductible shown in this policy.

SECTION II — Your Liability Coverages

Coverage F — Premises Liability

If a claim is made or a suit is brought against you for damages because of **bodily injury** or **property damage** caused by an accident on your **premises**, we will:

1. Pay up to the Limit of Liability shown on the Declarations Page for the damages for which you are legally liable; and
2. Provide a defense at our expense by attorneys of our choice.

We may make any investigations and settle any claims or suits that we decide appropriate. Our obligation to defend any claim or suit ends when the amount we pay in settlement or judgment equals the Limit of Liability. Coverage F — Premises Liability applies to **bodily injury** and **property damage** only if the **bodily injury** or **property damage** occurs on your **premises** and during the Policy Period shown on the Declarations Page.

Coverage G — Medical Payments To Others

We will pay for you up to the Limit of Liability shown on the Declarations Page, the actual, necessary and reasonable

medical expenses incurred or medically determined within three years from the date of an accident causing **bodily injury**. Coverage G — Medical Payments To Others applies only to accidents that occur during the Policy Period shown on the Declarations Page.

Medical Payments To Others applies only to a person on your **premises** with your permission.

But Medical Payments To Others does not apply to:

1. Any tenant residing on your **premises**; or
2. Any other person regularly residing on your **premises**.

A Medical Payments To Others payment is not an admission of liability by any of you or us.

SECTION II — Your Additional Coverages

Claim Expenses

We will pay:

1. Expenses incurred by us and costs taxed against you in any suit we defend;
2. Premiums on bonds required in a suit defended by us, but not for bond amounts greater than the Limit of Liability for Premises Liability.

We are not obligated to apply for or furnish any bonds;

3. Expenses incurred by you at our request, including up to \$100 a day actual loss of earnings, for assisting us in the investigation or defense of any claim or suit;

4. Prejudgment interest awarded against you on that part of the judgment we pay; and
5. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

First Aid Expenses

We will pay your expenses for first aid to others at the scene of an accident which occurs on your **premises**. We will not pay for first aid to any of you.

SECTION II — Exclusions

Coverage F — Premises Liability Coverage G — Medical Payments To Others

We will not pay for **bodily injury** or **property damage**:

1. Resulting from any act or omission which is intended by any of you to cause any harm or that any of you could reasonably expect to cause harm. This exclusion applies whether or not any of you:
 - a. Intended or expected the result of his or her omission so long as the resulting injury or damage was a natural or foreseeable consequence of the intended act or omission;
 - b. Was under the influence of alcohol or narcotics;
 - c. Was insane; or
 - d. Is deemed not to have had the mental capacity to form the legal intent to commit the

act or omission causing injury or damage.

But this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

2. Arising out of **business** pursuits of any of you.
3. Arising out of the rendering or failing to render professional services.
4. Arising out of the actual, alleged or threatened discharge, dispersal, release, escape of, or the ingestion, inhalation or absorption of **pollutants**.
5. Arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.
6. Arising out of the ownership, operation, maintenance, use, loading or unloading of:
 - a. An aircraft;
 - b. A land motor vehicle;
 - c. A recreational land motor vehicle;
 - d. A watercraft; or
 - e. Trailers.

But this exclusion does not apply to **bodily injury** arising out of the ownership, maintenance, use, loading or unloading of motor vehicles or conveyances that are not subject to motor vehicle registration and that are used solely for maintenance of your **premises**.

7. Arising out of the entrustment by any of you to any person of any aircraft, land motor vehicle, rec-

reational land motor vehicle, watercraft or trailer the use of which is not insured in SECTION II — Your Liability Coverages.

8. Arising out of:
 - a. The negligent supervision by any of you of any person;
 - b. Any liability by statute imposed on any of you; or
 - c. Any liability assumed through an unwritten or written agreement by any of you; with regard to the ownership, operation, maintenance or use of any aircraft, land motor vehicle, recreational land motor vehicle, watercraft or trailer that is not insured in SECTION II — Your Liability Coverages.
9. Arising directly or indirectly out of war, hostile or warlike action in time of peace or war, whether or not declared, riot or civil disorder.
10. Arising out of the transmission of or exposure to a communicable disease by any of you, your **residence employee**, any tenant, any other resident of your tenant's dwelling unit, or guests.
11. Arising out of child care services provided by a fee by or at the direction of:
 - a. Any of you;
 - b. Any of your employees; or
 - c. Any other person actually or apparently acting on behalf of any of you.
12. Arising out of any sexual act, sexual molestation, corporal punishment, or physical or mental abuse by any of you, your **residence employee**, any tenant, any other

resident of your tenant's dwelling unit, or guests.

13. Arising out of the use, sale, manufacture, distribution, delivery, transfer or possession of any illegal substance or a controlled substance as defined by federal or state law by any of you, your **residence employee**, your roomers or boarders, any tenant, any other residents of your tenant's dwelling unit, or guests. Such substances include, by way of example, but are not limited to: cocaine, LSD, methamphetamines, marijuana and all narcotic drugs.
14. Arising out of nuclear reaction, radiation or radioactive contamination.
15. Arising out of the selling, serving or giving of an alcoholic beverage by any of you:
 - a. To a minor;
 - b. To a person under the influence of alcohol; or
 - c. Which causes or contributes to the intoxication of any person.
16. To any of you.
17. To an employee of any of you arising out of and in the course of employment by any of you or consequential injuries to a spouse, child, parent, brother or sister of the injured employee.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay some-

one else who must pay damages because of the injury.

18. Resulting from or caused by the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

These exclusions apply also to **bodily injury** or **property damage** arising out of the activities of any persons or organizations you hired to manage or maintain your **premises**.

Coverage F - Premises Liability

We will not pay for **bodily injury** or **property damage** for:

1. Liability assumed in any contract or agreement.
2. Damage to property owned, sold, rented to others, abandoned or given away by any of you.
3. Damage to property rented to, occupied or used by any of you in your care, except **property damage** caused by fire, smoke or explosion.
4. Any claim or legal action asserted against any of you by any tenant or tenant association, corporation or community regarding the manner in which your **premises** is managed or operated.

Policy Conditions

1. **Insurable Interest, Amount of Insurance and Limits of Liability.** Regardless of the number of persons or organizations who have an interest in the insured property, we will not be liable in any one loss for more than the lesser of:

- a. The interest of the person or organization insured; or
- b. The applicable Amount of Insurance.

The Limit of Liability for Coverage F — Premises Liability will not exceed the limit shown on the Declarations Page regardless of the number of people insured or claims made.

The insuring of more than one person or organization by this policy does not increase the Amounts of Insurance.

- 2. **Joint Obligations.** The terms of this policy impose joint obligations on each and every one of you. This means that the responsibilities, acts and failures to act of any of you will be binding upon all of you.
- 3. **Concealment or Fraud.** The entire policy will be void whether before or after a loss or claim relating to this insurance if any of you:
 - a. Intentionally conceal or misrepresent any material fact or circumstance;
 - b. Engage in fraudulent conduct; or
 - c. Make false statements;

- 4. **What to Do When You Have a Loss.** You or someone on your behalf must promptly report to the police any theft, robbery, or burglary loss after you discover the loss.

In the event of a loss or accident, you or someone on your behalf must notify us at once. The quickest way is to phone your agent or us. Please give your name, policy number, how the

loss happened, the extent of the damages or injuries, names of witnesses and all other pertinent facts. You must promptly send us any demand, notice, summons or other legal papers you receive.

If we need other information to investigate the loss, we will ask you for it. We may require this information in writing.

If you have a loss, you must protect the dwelling, other structures or personal property from any further damage. If you fail to do so, any further damage will not be insured by this policy.

We may require that you submit to us a notarized statement of loss. That statement must be submitted within 90 days of our request that you do so. You may be required to show us the damaged property and submit to examination under oath. You will be required to cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. If you fail to cooperate, we have the right to deny you coverage in this policy.

You may not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expenses other than First Aid Expenses to others or Emergency Repairs After Loss.

We will make settlement within 30 days after we receive an acceptable proof of loss from you and the amount of loss is determined as provided in this policy.

- 5. **Appraisals.** If you and we fail to agree on the amount of the loss, then both you and we have the

right to select a competent and disinterested appraiser within 20 days from the day of disagreement. The appraisers will determine the amount of the loss. If they do not agree, then the appraisers will choose an umpire. Then each appraiser will submit his amount of the loss to the umpire selected by them or by a court having jurisdiction if the appraisers cannot agree upon an umpire. The agreement of any two will determine the amount of loss for damage to your property. You pay your appraiser and we pay our appraiser. You and we share equally the expenses of the umpire and all other expenses of the appraisals.

In no event will an appraisal be used for the purpose of interpreting any policy provision, determining causation or determining whether any item or loss is insured by this policy. If there is an appraisal, we still retain the right to deny the claim.

6. **Other Insurance.**

a. **SECTION I — Your Property Coverages**

If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

b. **SECTION II — Your Liability Coverages**

This insurance is excess over other valid insurance except insurance written specifically to insure excess over the

limits that apply in this policy.

c. **SECTION I — Your Property Coverages**

SECTION II — Your Liability Coverages

If at the time of loss or accident, there is other insurance in the name of a corporation or association of property owners insuring the same property insured by this policy, this insurance will be excess over the amount recoverable under such other insurance.

7. **Our Right to Recover From Others.**

After we have paid a claim, except for Medical Payments To Others, we have the right to recover the payment from anyone who may be held responsible for the loss. You may waive your rights to recover against another person for loss involving the property insured by this policy. This waiver must be in writing prior to the date of loss.

8. **Legal Action Against Us.** You may not bring legal action against us concerning this policy unless you have fully complied with all of the policy terms. If you and we have failed to agree on the amount of the loss, then you may not bring legal action against us until you have submitted and resolved that dispute through appraisal as described in Condition 5. Suit must be brought within one year after the loss occurs.

9. **Mortgagee.** An insured loss will be payable to the mortgagee(s)

named on the Declarations Page, to the extent of their interest and in their order of precedence. All provisions of this policy apply to these mortgagees.

We will protect the mortgagee's interest in an insured building or structure in the event of an increase in hazard, intentional or criminal acts of any of you, neglect by any of you to take all reasonable steps to save and preserve property after an insured loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions.

The mortgagee will:

- a. Furnish proof of loss within 60 days after notice of the loss if any of you fail to do so.
- b. Pay upon demand any premium due if any of you fail to do so.
- c. Notify us of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d. Give us the mortgagee's right of recovery against any party liable for loss.
- e. After a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision will apply to any trustee named in this policy.

10. **Changes in Your Policy.** If any provision of this policy is in con-

flict with any governmental requirements at the time your policy is written, it is automatically changed to conform to them.

If we broaden the coverages provided by this edition of the policy without additional premium charges during the Policy Period, we will give you the benefit of these broadened coverages.

The only other way this policy can be changed is if we change it in writing, which will be made a part of this policy. Any change in your premium will be made at this time.

If your policy is renewed, we will furnish you any form revisions applicable to your policy.

11. **Bankruptcy.** If you become bankrupt or insolvent, we will still insure you for the period of time your premium is paid.
12. **Transfer of This Policy.** You may not transfer any interest in this policy without our written consent. If you die, this policy will continue in force for the remainder of the Policy Period shown on the Declarations Page. This policy will continue for other members of your family entitled to coverage at the time of your death or for your legal representative, but only with respect to the property insured by this policy at the time of death.
13. **Abandoned Property.** We are not obliged to accept abandoned property.
14. **No Benefit to Bailee.** This insurance will not benefit any person or

organization who may be caring for or handling your property for a fee.

15. **Inspections and Consumer Reports.** We are permitted, but not obligated, to inspect your property and/or order consumer reports. Our inspection does not warrant that the property is safe or healthful or in compliance with any law, rule, regulation, or building code.
16. **Your Duties to Maintain Policy Amounts of Insurance.** It is your responsibility to maintain adequate amounts of insurance on your dwelling, other structures and personal property.

If you want to change the amounts of insurance, you may do so by contacting your insurance representative.

This policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



President



Secretary

Sample

Kelly Gooldrup

From: Al Nelson
Sent: Monday, April 29, 2019 2:23 PM
To: Kelly Gooldrup; Barbara Skelton; Christine Landes; Jim Toman; Thomas Fiorelli; Tony Laplante
Subject: RE: Minor Special Event - Greenleaf & Dinsmore Wedding

FD has no issues

From: Kelly Gooldrup <KGooldrup@gardinermaine.com>
Sent: Monday, April 29, 2019 2:04 PM
To: Al Nelson <ANelson@gardinermaine.com>; Barbara Skelton <ceo@gardinermaine.com>; Christine Landes <CLandes@gardinermaine.com>; Jim Toman <JToman@gardinermaine.com>; Thomas Fiorelli <TFiorelli@gardinermaine.com>; Tony Laplante <TLaplante@gardinermaine.com>
Subject: Minor Special Event - Greenleaf & Dinsmore Wedding

Please review the attached application for a minor special event – Greenleaf & Dinsmore Wedding/Ceremony

Thank you,

Kelly J. Gooldrup
City Clerk | Registrar of Voters
Notary Public | Dedimus Justice
City of Gardiner
6 Church Street
Gardiner, ME 04345
P: 207-582-4460 | F: 207-582-6895
E: kgooldrup@gardinermaine.com
W: www.gardinermaine.com

