

**COUNTY OF TULARE
SERVICES AGREEMENT
Art Placement in Designated County Locations**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and _____, **VISALIA ARTS CONSORTIUM, INC.**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. Whereas**, COUNTY wishes promote the integration of community-inspired art into public spaces in order to improve the appearance of and create beautiful, inviting environments within designated COUNTY buildings;
- B. Whereas**, CONTRACTOR is familiar with local artists and has a history of working with local artists in the creation and display of their original artwork; and
- C. Whereas**, COUNTY and CONTRACTOR enter into this Agreement to allow local artists to display artwork consistent with the terms of this Agreement and COUNTY policy, for the benefit of improving the appearance of the inside of certain COUNTY buildings, while providing an opportunity for CONTRACTOR to privately negotiate the sale of the displayed artwork, with proceeds going to CONTRACTOR and the artworks' creators.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of _____ and expires after five (5) years at 11:59 PM on _____ unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**.
- 3. COMPENSATION FOR SERVICES:** See attached **Exhibit B**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ARTIST WAIVER OF RIGHTS:** CONTRACTOR shall obtain and submit the original of a validly executed waiver by each artist whose work is submitted for display under the terms and conditions of this Agreement. The signed and executed waiver must be presented with the artwork to be considered for selection. Each waiver shall be substantially in the form attached to this Agreement as **Exhibit D**.
- 7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given under this Agreement must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
Art Placement in Designated County Locations**

COUNTY:

DIRECTOR GENERAL SERVICES AGENCY
County of Tulare
2637 W. Burrel Ave., Suite 200
Visalia, CA 93291
Phone No.: 559-205-1100
Fax No.: 559-624-1022

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
County of Tulare
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

VISALIA ARTS CONSORTIUM, INC. 300
E. Oak Avenue
Visalia, CA 93291
Phone No.: 559-802-3266

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

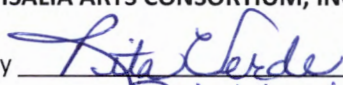
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**COUNTY OF TULARE
SERVICES AGREEMENT
Art Placement in Designated County Locations**

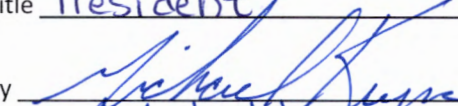
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

VISALIA ARTS CONSORTIUM, INC.

Date: 3-18-19

By 
Print Name Rita Verde
Title President

Date: 3.14.19

By 
Print Name Michael Krups
Title TREASURER

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____
Deputy Clerk

Approved as to Form
County Counsel

Date: 4/1/19

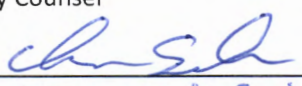
By 
Deputy Chris Sorich
Matter # 2018138G

Exhibit A

Services

1. **Obtaining Artwork:** CONTRACTOR is responsible for notifying, advertising, and contracting with local artists to submit artwork for consideration and in conformity with the COUNTY's Art Policy, incorporated herein by reference. The type of artwork that may be displayed under this Agreement is limited to paintings, photographs, drawings, and other types of art pursuant to the COUNTY's Art Policy.
2. **Locations/Sites for Artwork Display:** During the term of this Agreement, CONTRACTOR may place artwork approved for display pursuant to COUNTY Art Policy at the display specific sites selected by COUNTY, including but not limited to, within the following buildings and locations:
 - a. Human Resource and Development Department: 2500 West Burrel Ave., Visalia, CA 93291
 - b. Government Plaza: 5961 South Mooney Blvd., Visalia, California 93277
 - c. Board of Supervisors, Administration Building: 2800 West Burrel Ave., Visalia, CA 93291
3. **Assembling and Presenting Artwork for Selection:** Once CONTRACTOR obtains a sufficient number of artwork pieces for the available space for art in the designated locations, CONTRACTOR shall notify the COUNTY of possible artwork submissions for display inside COUNTY buildings. CONTRACTOR will bring the artwork, or photographs of the artwork, along with an original signed waiver form from each artist, to the COUNTY'S Art Selection Committee for potential selection and the COUNTY's Art Selection Committee will retain the original waiver from each artist. The COUNTY and its Art Selection Committee shall work together to select the artwork to be displayed and determine which artwork piece shall be displayed in which specific location. Once the artwork has been selected for display, CONTRACTOR will work with COUNTY to timely transport and install the selected artwork at the COUNTY-identified sites chosen by the COUNTY Art Selection Committee.
4. **Installation and Transportation:** COUNTY will prepare the display space at the various specific sites and install the hardware to display the artwork there. CONTRACTOR shall be solely responsible for (a) preparing the artwork for transportation, (b) transporting the artwork, (c) hanging or installing the artwork at the prepared sites chosen by the COUNTY Art Selection Committee, (c) relocating the artwork to other specific sites if COUNTY deems it necessary, and (d) removing the artwork from its designated site at the end of each artwork piece's display period. If the COUNTY would like to remove any artwork at any time or for any period of time, the COUNTY shall notify the CONTRACTOR to remove the artwork. The COUNTY will give the CONTRACTOR as much advanced notice that is possible. It is understood that some requests are time-sensitive, and advanced notice may not be possible. If CONTRACTOR does not respond as soon as possible, or if no notice is provided by the COUNTY, then COUNTY may remove and temporarily store said artwork. In those instances, COUNTY will exercise due care when removing and storing the artwork but will not be responsible for any damage that results during the removal and temporary storage of the artwork until the CONTRACTOR can take possession of the artwork from the COUNTY.
5. **Display:** COUNTY will prepare each artwork site with the required hardware to display the artwork. CONTRACTOR is responsible for the maintenance or cleaning of the selected artwork. If cleaning or maintenance is requested by COUNTY, CONTRACTOR will respond to inspect, maintain, and clean within a reasonable time, but no longer than seven (7) days. The display period at a site for a work

of art will be twelve (12) months. After the display period CONTRACTOR will replace the currently displayed artwork with newly selected artwork, but if there is not enough newly selected artwork to replace all the existing displayed artwork, then CONTRACTOR shall relocate the previously selected artwork to new sites at new locations as designated by COUNTY and its Arts Selection Committee. Contact and sale information may be attached to the artwork by the CONTRACTOR. CONTRACTOR may privately negotiate the sale of the displayed artwork. Sold artwork will remain on display at the designated site for the duration of the display period.

6. **Risk of Loss or Damage:** CONTRACTOR acknowledges that the artwork will be displayed in a government building with access by the public to the artwork, and that as such the artwork is subject to inherent risks associated therewith. The COUNTY shall use reasonable efforts to maintain and protect the work of art during the period of its possession.
7. **Insurance:** CONTRACTOR will insure the artwork selected for display hereunder against the risk of loss in the event the artwork is damaged, destroyed, or stolen. Additionally CONTRACTOR will insure the walls and surrounding areas of the display sites and each location from property damage in the event the artwork causes any damage. CONTRACTOR agrees to comply with the insurance requirements of Exhibit C throughout the term of this Agreement.

EXHIBIT B

Compensation for Services

COUNTY will pay the CONTRACTOR an amount not to exceed two thousand dollars (\$2,000) per COUNTY fiscal year for their services under this Agreement. Additionally, COUNTY will allow at CONTRACTOR'S option the right to sell the displayed artwork on behalf of the individual artists, no proceeds of the sale will be given to COUNTY. COUNTY is not responsible for any and all taxes related to the display and sale of artwork.

EXHIBIT C
VISALIA ARTS CONSORTIUM, INC.
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). Commercial General Liability policy shall include coverage for non-owned fine arts. If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.
 - b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers,

agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

c. Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.

d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT D

Artist Waiver Form

**RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE,
ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS**

Regarding the temporary display of local Artist's artwork on County of Tulare (COUNTY) property:

In consideration for the opportunity to be selected and allowed to display my original works of art on COUNTY property, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the COUNTY, its employees, officers, directors, agents and volunteers (collectively "COUNTY") from any and all claims, including, but not limited to, violations of Freedom of Speech, Due Process, negligence, or any other claim under California or constitutional law, resulting in any injury, damages, economic or emotional loss I may suffer by submitting artwork for the opportunity to be selected, and the display of my artwork on COUNTY property.

I am voluntarily submitting my original artwork that I alone claim ownership thereof. I understand that my artwork may not be selected for display on COUNTY property. I understand if my artwork is on display on COUNTY property it may be removed at any time with or without notice to me, at the sole discretion of the COUNTY. I understand that my artwork may be relocated to another COUNTY building with or without notice. I am aware of and assume the risk that my artwork may be damaged or destroyed while on COUNTY property. Nonetheless, I assume the risks, both known or unknown to me, and waive all rights to sue the COUNTY by submitting my artwork for selection and display on COUNTY property.

I agree to hold the COUNTY harmless from any and all claims, including attorney's fees and any damages to my rights or artwork that may occur as a result of my submission of artwork for display on COUNTY property. I understand that the Visalia Arts Consortium, Inc. will provide insurance for my artwork and for any property damage it may cause the COUNTY while being on display.

I understand the legal consequences of signing this document, including (a) releasing the COUNTY from all liability, (b) promising not to sue the COUNTY, (c) and assuming all risks associated with displaying, handling, or storing my artwork on COUNTY property.

I understand that this document is written to be as broad and inclusive as legally permitted in the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Artist Signature: _____

Artist Name (print): _____

Date: _____

If Artist is under 18 years of age: I am the parent or legal guardian of the Artist. I understand the legal consequences of signing this document, including (a) releasing the COUNTY from all liability on my and the Artist's behalf, (b) promising not to sue on my and the Artist's behalf, (c) and assuming all risks of the Artist's submission, handling, or storing of the artwork by COUNTY and while on COUNTY property. I allow Artist to submit artwork to be displayed on COUNTY property under the terms and conditions herein stated. I understand that I am responsible for the obligations and acts of Artist as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Signature of Minor Artist's Parent/Guardian

Name of Minor Artist's Parent/Guardian (print)

Date

Minor Artist's Name



Policy Number:

Date Entered: 03/20/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2019

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

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

PRODUCER Sharon Jansma Agency 1700 West Walnut Suite A Visalia, CA 93277	CONTACT NAME: MIKE JANSMA	FAX (A/C, No): (559) 625-1603
	PHONE (A/C, No, Ext): (559) 625-4926	E-MAIL ADDRESS: mike@kjagency.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED VISALIA ARTS CONSORTIUM, INC. 300 E. OAK AVENUE SUITE 301 VISALIA, CA 93291	INSURER A: PHILADELPHIA	
	INSURER B: STATE COMPENSATION INSURANCE FUND	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		PHPK1887548	9/28/2018	9/28/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1887548	9/28/2018	9/28/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9118153-18	11/18/2018	11/18/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	DIRECTORS & OFFICERS			PHSD1372778	09/28/2018	09/28/2019		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS HEREBY NAMED AS ADDITIONAL INSURED AS THEIR INTERESTES MAY APPEAR. ADDITIONAL CERT HOLDERS INCLUDE THE COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, EMPLOYEES AND VOLUNTEERS (ENDORSEMENT ATTACHED).

GENERAL LIABILITY WAIVER OF SUBROGATION IN FAVOR OF CERT HOLDER INCOUDED (ENDORSEMENT TO FOLLOW)
WORK COMP INCLUDES BLANKET WAIVER OF SUBROGATION (ENDORSEMENT ATTACHD).

CERTIFICATE HOLDER COUNTY OF TULARE 5957 S. MOONEY BLVD. VISALIA, CA 93277	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 SHARON JANSMA
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

The County of Tulare, its officers,
agents, employees and volunteers
individually and collectively

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

9118153-18
RENEWAL
NE

PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE NOVEMBER 19, 2018 AT 12.01 A.M.
AND EXPIRING NOVEMBER 19, 2019 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

VISALIA ARTS CONSORTIUM, INC.

300 E OAK AVE
VISALIA, CA 93291

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

DECEMBER 20, 2018

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO