

**WHEATON PARK DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
SHORT FORM**

- I. It is the intention of the **Wheaton Park District** to create a non-exclusive Independent Contractor Relationship with **MCT Missoula Children's Theatre**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. The Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the park district nor bound by any obligations of employees of the park district. The Contractor understand and fully agrees that s/he will not be covered under provisions of the unemployment compensation insurance of the Park District or the worker's compensation insurance of the Park District and that any injury of property damage on the job will be the Contractor's sole responsibility and not the Park District's. Also, it is understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the Contractor will be solely responsible for his/her own actions. The Park District will in no way defend the Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. The Contractor may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
- C. The Contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The Contractor acknowledges and agrees that s/he is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the contractor and those employees, if any, employed by him/her.
- II. A. _____ Services to be performed by Contractor include:
- One week MCT program from _____ to _____.
 - Two performances on _____.
- B. Results to be achieved by Contractor include:
- Conducting a successful class and production.
- C. Days and hours of work to be performed by Contractor include:
- _____.
- D. Location(s) of work to be performed by Contractor include(s):
- Wheaton Park District Community Center, 1777 S Blanchard Street, Wheaton IL 60189.

Independent Contractor Agreement - Short
Page 2 - Continued

- E. Contractor's other responsibilities include:
- Provide WPD staff with an Invoice prior to last day of production in order to be paid in a timely manner.
 - Provide WPD staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The contractor acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- IV. The duration of this independent contractual agreement will be:
- One week MCT program in August 2019.
 - Two performances on the Saturday of program week.
- V. A. Method of payment:
- Invoice submitted to WPD and then Purchase Order (Check) sent to Contractor, in the amount of \$ 3000.00.
- B. The park district will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The contractor acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to: N/A.
- VII. The Contractor acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.
- VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.

These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that s/he remains an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.

- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XII. ~~To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of or any negligent or wrongful act of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.~~ *SEE MUTUAL INDEMNIFICATION EXHIBIT A*
- XIII. The Contractor acknowledges and agrees that s/he will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XIV. ~~The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.~~ *SEE MCT CANCELLATION POLICY*
- XV. Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- XVI. [Optional] Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor or other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

Independent Contractor Agreement - Short
Page 4 - Continued

XVII. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is not-assignable by the Contractor. *SEE MCT CONTRACT*

XVIII. Other items: _____



Authorized Signature of Contractor

JONNA MICHELSON
for MCT, Inc.

Print Name

11/9/18

Date



Authorized Signature

Mike Benard

Date

12/4/18

Exhibit A - Indemnification

Presenter shall secure and maintain liability insurance or similar self-insurance, with or without excess liability coverage, with a combined single limit coverage of not less than \$1,000,000 US and shall name MCT as an additional named insured thereunder. Presenter agrees to be responsible for its own negligence.

MCT shall indemnify, defend and hold harmless Presenter and its agents, officers and employees from any and all expense (including but not limited to reasonable attorneys' fees and court costs), loss, liability, and claims of any kind whatsoever for damage to property or for injury to or death of any person, directly or indirectly arising from or alleged to arise from or in any way connected with the performance by Presenter of its obligations under this Agreement, except to the extent such expense, loss, liability or claim is incurred by MCT as a result of the negligent acts or omissions of Presenter or willful and wanton misconduct of Presenter.

The purpose of this indemnification is to ensure each party to this agreement is responsible for damages caused by its own negligence. In the event damages are caused by the negligence of both parties, the parties' intent is that each party is responsible to pay that portion of the damages attributable to each party's own negligence.

A handwritten signature in blue ink, followed by the date 5/4/18.

MISSOULA CHILDREN'S THEATRE

A PRODUCTION OF MCT, INC.

MCT, Inc.
200 North Adams
Missoula, MT 59802-4718
direct line 406-829-5202
406-728-1911
fax: 406-721-0637
tour@MCTinc.org
www.MCTinc.org

TOURING CONTRACT ☀ 2019 SUMMER

PRESENTER: The party, individual, association or company coordinating and paying for the services of MCT.

CANCELLATION POLICY: This Touring Contract and the \$500 deposit are due on the date indicated in the Contract. If not received on or within 15 days after that date, MCT may cancel the residency and Presenter will receive an official letter of cancellation. To secure the date, if Presenter cannot timely return the Contract or deposit, Presenter must be granted a written extension by MCT's Marketing Office. If Presenter provides written notice of cancellation by certified mail not less than 120 days prior to the first day of the residency, the \$500 deposit shall be refunded. If MCT does not receive such written cancellation notice at least 120 days prior to the residency, Presenter shall be liable and will be invoiced for the \$500. If Presenter cancels within 90 days of the first day of residency, Presenter shall be liable and will be invoiced for half of the base residency fee. If Presenter cancels within 30 days of the first day of the residency, Presenter shall be liable and will be invoiced for the full residency fee. If unforeseen circumstances beyond Presenter's control arise, such as an "act of God," MCT will make a reasonable good faith effort to reschedule in a timely manner.

CHANGE FEE: If within 90 days of the first day of the residency week Presenter opts to change a contracted residency week to a later date in the same Tour season (summer or school year), a \$500 fee shall be assessed. Date changes between Tour seasons are prohibited.

NON-EXCLUSIVITY: MCT does not grant any "right of exclusivity" to any Presenter.

RELATIONSHIP OF PARTIES: This Contract shall not in any manner constitute, or be construed as, creating a partnership or employer/employee relationship between the parties.

INDEMNIFICATION: Presenter shall secure and maintain public liability insurance naming MCT as an additional insured party and protecting MCT and its Tour Actor/Directors against public liability and property damage hazards with combined single limit coverage of not less than \$1,000,000 US. Presenter, its successors, agents and assigns shall indemnify and hold MCT, its successors, agents and assigns, harmless from all claims made against MCT resulting from any loss, injury, damage, cost or expense, including legal fees, to any person or property resulting from Presenter's negligence. This provision shall bind Presenter, its successors or assigns, and shall cover all acts of its agents or employees and any other persons or entities associated with Presenter or MCT.

INSURANCE REQUESTS BY PRESENTER:

Should the Presenting Organization require additional insurance/endorsements, beyond MCT's coverage, the Presenter shall pay all associated fees.

REGULATORY COMPLIANCE: Presenter shall be solely responsible for taking all reasonably appropriate action to ensure that all Contract activities and each audition, rehearsal, workshop and performance complies with the applicable governmental regulations.

BACKGROUND CHECKS: Criminal background checks and fingerprinting have been completed by a nationally recognized company on every member of the Tour Staff. Extensive personal and professional reference checks have also been conducted by MCT's Human Resources Department. Should the Presenting Organization require additional background checks and/or fingerprinting, the Presenter shall pay all associated costs and fees.

ACCESSIBILITY: Presenters should secure physically accessible facilities where the program is held. Additional accommodations should be made in a timely manner upon request.

MISSOULA CHILDREN'S THEATRE

A PRODUCTION OF MCT, INC.

MCT, Inc.
200 North Adams
Missoula, MT 59802-4718

direct line 406-829-5202
406-728-1911
fax: 406-721-0637
tour@MCTinc.org
www.MCTinc.org

TOURING CONTRACT ☀ 2019 SUMMER

BOX OFFICE: Presenter is solely responsible for the pricing and sale of tickets and is entitled to all income from ticket sales.

CASTING: Approximately 50-60 students will be cast in the show. There is no guarantee that everyone who auditions will be cast.

RESPONSIBLE PARTIES/MANDATORY SUPERVISION:

The two MCT Tour Actor/Directors are responsible for the supervision of those cast members called for specific rehearsal sessions, as indicated on the cast letter, during the designated rehearsal times, including the 15 minute snack/dinner break. However, such supervision does not create an employer/employee relationship between MCT Tour Actor/Directors and the cast members. Nor does such supervision negate or reduce the Indemnification Provisions herein. Supervision of cast members outside of the designated 4 hours and 15 minutes of rehearsal time each day is the responsibility of the Presenter.

ADVERTISING & PUBLICITY: Presenter shall pay all costs for local publicity and performance promotion shall be paid by the Presenting Organization. MCT shall furnish Presenter with online access to the Presenter Information Materials approximately NINETY (90) days prior to the residency, including graphics, media releases, photo and music score. Presenter must include MCT authorship credit and copyright information on show program. Presenter is strongly encouraged to give recognition in their advertising to any/all appropriate state arts councils/funding agencies for their support of the MCT touring program.

HOUSING: Presenter shall provide housing a total of seven (7) nights for the two MCT Tour Actor/Directors, Sunday to Sunday, regardless of schedule variations set by Presenter (i.e., Tuesday start, Friday shows). If the MCT Tour Marketing Office dictates a Tuesday start or Friday shows, housing will be provided a total of (6) nights, starting the night before the residency duties begin and ending the morning after the last performance. Accommodations shall be private (one person per room), clean, comfortable and safe for the two Tour Actor/Directors, either in a hotel/motel or private home(s), equipped with a phone land-line or sufficient cell phone coverage. Providing meals for the Tour Actor/Directors is optional.

FEE: The total balance due, for ALL services rendered (*including extra workshops or performances scheduled at time of residency*), must be paid on or before the day of the performance. A \$50.00 late charge will be added to the residency fee unless other arrangements have been negotiated with MCT prior to the residency.

PARKING: All parking costs related to conducting the residency week (including lodging) will be paid by the Presenter.

DVD POLICY: Presenter may record the MCT production to sell or commercially broadcast subject to the following:

- The DVD licensing flat fee applies to all sales of show DVDs - \$25 if DVD is created by the MCT Presenting Organization and \$50 if DVD is created by a professional organization.
- Broadcasts may not occur simultaneously with the live performance of the play.
- MCT must be credited as producer of the play.
- Visual or oral credits must be included on the DVD. Credits for each particular show are included on the Show Program Template in the Presenter Materials (which will be sent approximately 90 days prior to the residency).
- The DVD must contain a visual or oral statement that DVD is only for personal use.
- MCT shall receive a complimentary copy of the DVD.

MISSOULA CHILDREN'S THEATRE

A PRODUCTION OF MCT, INC.

MCT, Inc.
200 North Adams
Missoula, MT 59802-4718

direct line 406-829-5202
406-728-1911
fax: 406-721-0637
tour@MCTinc.org
www.MCTinc.org

TOURING CONTRACT ☀ 2019 SUMMER

MCT SHOW T-SHIRTS AND CDs: The MCT Tour Actor/Directors may have show T-shirts and/or music CDs available for sale. Proceeds from the sale of these concessions are a part of the Tour Actor/Directors weekly income. This supplemental income helps maintain low residency fees. Presenter may not use MCT logos or photos to create T-shirts. A \$300 penalty shall be assessed if: 1) T-shirts are produced by Presenter or its agents using MCT logos or photos; 2) the MCT Tour Actor/Directors are prohibited from selling their T-shirts/CDs by Presenter. If Presenter has an in-house policy on commissions, the Tour Actor/Directors must be informed of that policy during their call on the Tuesday two weeks before the residency, so they may alter the prices accordingly. Commissions will not exceed 30% and will not apply if this notification is not given. MCT logos are copyrighted, and thus may not be reproduced on *any* items to be sold or distributed. Logos can be used for show program and advertising purposes only.

WORKSHOPS: Three classroom workshops are included in the week-long residency. A list of workshops is included in the online Presenter Information Materials. Workshops will be scheduled with the Tour Actor/Directors and may be performed only in accordance with the group size specifications detailed on the workshop list. The workshop schedule must be finalized and provided to the team by the end of the first day of the residency following rehearsals. If the schedule is not provided verbally or in writing by this deadline, workshops shall not be conducted during the week. All assemblies are equivalent to the cost of three workshops.

EXCHANGE OF SERVICES: Choosing to have only one performance does not change the fee, nor can a performance be traded for extra workshops.

PERFORMANCES: Two (2) public performances are included in the week-long residency. Each additional performance is \$300 U.S. A fee of \$300 U.S. will be assessed for a change of performance venues between shows. Recommended times for performances are 3:00 PM and 5:30 PM on the Saturday of the week. Should Presenter choose to schedule a Friday performance, the performance cannot be scheduled prior to 12 PM.

PIANO/ACCOMPANIST OR RECORDED TRACKS:

Presenter shall provide a piano and piano player who can read music, as needed for rehearsals and performances. The music score is included in the online Presenter Information Materials. In the unfortunate situation that an accompanist cannot be secured, recorded tracks are available. If recorded tracks are used, an additional charge of \$250 will be assessed and a community volunteer must be provided to operate the tracks during the dress rehearsal and performances.

SPACES: Presenter shall provide a minimum of two (2) indoor rehearsal spaces within the same complex. The spaces shall be available throughout the week, with additional workspaces available as requested by MCT prior to the residency. Presenter shall also provide a performance space. The performance space can be a stage, auditorium, cafeteria or gym floor – any space large enough to accommodate the set and 50-60 cast members – keep in mind additional room for the audience. The actual “playing area” (the area in front of the set) must be at least 28’W 16’D 10’H and does not include the additional backstage space required for 50-60 cast members. For size, sound and safety reasons the use of portable stages and/or platforms are strongly discouraged. All performances must take place in the same venue. A fee of \$300 U.S. will be assessed for a change of performance venues between shows.

SET ASSEMBLY: The set will be assembled one time during a residency week. If the Presenter requires the set to be moved or disassembled prior to the culmination of performance(s) a fee of \$300 U.S. shall be assessed.

MCT FEDERAL ID#: 81-0332120



MCTINC0-03

CHYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2017

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 Missoula Office PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Candice Hyer	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: chyer@paynewest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Company	
INSURED MCT, Inc. 200 North Adams Street Missoula, MT 59802	INSURER B : Montana State Fund	811212
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	SNCGL0472100	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUT0053000	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SNFXS0052400	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	030656771	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured per form 00SGL002600 (attached)

Waiver of Subrogation per form CG2404 (attached)

CERTIFICATE HOLDER

CANCELLATION

Wheaton Park District 1777 S Blanchard Rd Wheaton, IL 60189	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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured on a Certificate of Insurance issued by American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency, American Specialty Insurance & Risk Services Agency, and A S Insurance & Risk Services Agency, but only for liability arising out of the negligence of the Named Insured.

The Limits of Insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are part of, not in addition to, the Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

SPECIMEN

