



Letter of Agreement for Performance/Lecture

December 18, 2023

Play-Well TEKnologies
216 Greenfield Avenue
San Anselmo, CA 94960

Phone: 224-571-2104

Contact: Jacob Lang
jacob@play-well.org

It is agreed the VENDOR will provide: 14 summer camp sections spread over 7 weeks.
SEE ATTACHED ADENDUM WITH DETAILS

Dates: Camps begin June 10, 2024 and the last camp ends August 9, 2024

Camp times are 9A-12P for morning sections and 1P-4P for afternoon sections

Location: 102 E Wesley Street, Wheaton, IL 60187

Fee: \$136 per child per camp session

Special equipment required:

- 🍏 Tables and chairs for attendants
- 🍏 Space for LEGO play

Please sign and return a copy of this agreement. Please retain a copy for your files.

It is the intention of the Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District, to create a non-exclusive Independent Contractor relationship with Play-Well TEKnologies, hereafter, VENDOR. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

- I. VENDOR acknowledges and agrees that VENDOR is not entitled to any benefits or protections afforded employees of the Wheaton Park District (Park District) or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that VENDOR will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be VENDOR's sole responsibility and not the Park District's. Also, it is understood that VENDOR 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, VENDOR will be solely responsible for Contractor's own actions. The Park District will in no way defend VENDOR in matters of liability.
- II. It is the intention of the parties to create a non-exclusive independent contractor relationship. The VENDOR 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.
- III. The VENDOR agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- IV. VENDOR acknowledges and agrees that VENDOR 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 VENDOR and those employees, if any, employed by VENDOR.
- V. Payment Terms will be Net 30
 - a. VENDOR may be asked to provide an invoice for services.
 - b. VENDOR will need to provide W9 to Park District and speak with Finance Department to be added to Park District payment database prior to date of service to receive payment in a timely manner.



- c. All Payments will come Net30 after event from Paymerang. ACH payments can be arranged by VENDOR after first payment from Paymerang comes through.
 - d. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. VENDOR will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The VENDOR 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 VENDOR acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The VENDOR represents and warrants that the VENDOR 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 VENDOR for the services.
- VII. The VENDOR 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.
- VIII. The VENDOR acknowledges and agrees that s/he is solely responsible for his/her employees' / agents' actions in performing the work/services.
- IX. The VENDOR 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.
- a. These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the VENDOR 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 VENDOR shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the VENDOR elects to maintain general liability and/or worker's compensation insurance to protect VENDOR.
- X. IX. All insurance coverage provided by the VENDOR shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the VENDOR's insurance and shall not contribute with it.
- XI. 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.
- XII. 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.
- XIII. To the extent permitted by law, VENDOR shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations,



claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton 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 any negligent or wrongful act or omission of VENDOR (or anyone acting on behalf of VENDOR) and directly or indirectly in connection with, or under, or as a result of this Agreement.

XIV.VENDOR acknowledges and agrees that VENDOR 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. VENDOR shall further maintain all applicable licenses, certifications, and/or permits.

XV.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.

XVI.VENDOR represents and warrants that the VENDOR 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 VENDOR for the services.

XVII.Force Majeure-In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

XVIII.VENDOR agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. VENDOR shall not assign any employee, subcontractor of other person on behalf of the VENDOR to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

XIX.This VENDOR 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 dates after the date hereof. This Contract is not-assignable by the VENDOR.



Authorized Signature of VENDOR

Jacob Lang

Printed Name

1/22/24

Date



MUSEUM PARK DISTRICT
Authorized Signature

M. Bernad

Printed Name

2/2/24

Date



LEGO-inspired
engineering classes
for kids K-8

Play-Well TEKnologies

Letter Of Agreement

2024 Summer Camps

Organization

DuPage County Historical Museum

102 E Wesley Street
Wheaton, IL 60187

DuPage County Historical Museum Contact

Michelle Podkova

Phone: (W) 630.510.4956

Email: mpodkova@wheatonparks.org

Play-Well Contact

Primary Contact

Jacob Lang - Area Manager

Phone: (W) 224-571-2104

Email: jacob@play-well.org

Business Office

216 Greenfield Avenue

San Anselmo, CA 94960

Phone: (W) 415.460.5210



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Play-Well TEKnologies Letter Of Agreement 2024 Summer Camps

Program Location

DuPage County Historical Museum

102 E Wesley Street
Wheaton, IL 60187

Site Phone: 630-510-4941



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2024 Summer Camps

DuPage County Historical Museum Course Dates

Title / ID	Ages	Dates	Times	Price	Min/Max
Adventures in STEM with LEGO® Materials ID: 105381	Ages: 5 to 7	6/10/24 - 6/14/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
STEM Explorations with LEGO® Materials ID: 105382	Ages: 7 to 12	6/10/24 - 6/14/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Minecraft Engineering using LEGO® Materials ID: 105383	Ages: 5 to 7	6/17/24 - 6/21/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
Minecraft Master Engineering using LEGO® Materials ID: 105384	Ages: 7 to 12	6/17/24 - 6/21/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Pokémon Engineering using LEGO® Materials ID: 105385	Ages: 5 to 7	6/24/24 - 6/28/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
Pokémon Master Engineering using LEGO® Materials ID: 105386	Ages: 7 to 12	6/24/24 - 6/28/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Transportation Engineering using LEGO® Materials ID: 105387	Ages: 5 to 7	7/8/24 - 7/12/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16

[*] Price Per Course Per Participant



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DuPage County Historical Museum Course Dates Cont...

Title / ID	Ages	Dates	Times	Price	Min/Max
Transportation Master Engineering using LEGO® Materials ID: 105388	Ages: 7 to 12	7/8/24 - 7/12/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Animal Adventures with LEGO® Materials ID: 105401	Ages: 5 to 7	7/15/24 - 7/19/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
Bash'em Bots using LEGO® Materials ID: 105402	Ages: 7 to 12	7/15/24 - 7/19/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Mandalorian Training using LEGO® Materials ID: 105403	Ages: 5 to 7	7/22/24 - 7/26/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
Mandalorian Missions using LEGO® Materials ID: 105405	Ages: 7 to 12	7/22/24 - 7/26/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16
Adventures in STEM with LEGO® Materials ID: 105406	Ages: 5 to 7	8/5/24 - 8/9/24 Weekdays 5 Sessions	9:00am - 12:00pm	Play-Well: \$136.00[*]	10 / 16
STEM Explorations with LEGO® Materials ID: 105407	Ages: 7 to 12	8/5/24 - 8/9/24 Weekdays 5 Sessions	1:00pm - 4:00pm	Play-Well: \$136.00[*]	10 / 16

[*] Price Per Course Per Participant



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DuPage County Historical Museum Course Descriptions

Adventures in STEM with LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts! Build engineer-designed projects and use special pieces to create your own unique designs! Projects are rotated seasonally to ensure that both new and returning students can explore the endless creative possibilities of the LEGO® building system.

STEM Explorations with LEGO® Materials

Master your engineering skills with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects. Projects are rotated seasonally to ensure that even returning students get a new experience, so join us to design and build as never before and explore your craziest ideas.

Minecraft Engineering using LEGO® Materials

Venture into the world of Minecraft in our unique LEGO® experience. Get ready to build your base, craft your tools, use your Minecart to harvest raw resources, and battle to stop the Ender Dragon from ending the world. Come explore the endless possibilities of LEGO® with a trained Play-Well instructor.

Minecraft Master Engineering using LEGO® Materials

Bring your favorite Minecraft adventures to life with our enthusiastic Play-Well instructors. In a Minecraft world powered by LEGO® resources, we will build shelters to keep out Creepers, craft mystical items that only true masters can wield, and perfect our crossbow skills to stop the Wither from taking over! If you can imagine it, we can build it.

Pokémon Engineering using LEGO® Materials

Calling all Pokémon trainers! With the Pokémon Championship approaching, join our enthusiastic Play-Well Instructors as we build and catch our favorite Pokémon, rescue Pikachu from Team Rocket, take a ride on the S.S. Anne to uncover rare and mystic Pokémon, and battle to see who will hold the title of Pokémon Master. Come along on our journey to catch 'em all!



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Pokémon Master Engineering using LEGO® Materials

LEGO® Master, I choose you!! In the race to be crowned the Ultimate Pokémon Champion, we need your help! Learn to build your favorite Pokémon, level up by teaching them special moves, evolve them into more powerful versions, and come face to face with the current champion in an epic battle for the title. Learn from our Play-Well Pokémon Masters so you can make it to the top!

Transportation Engineering using LEGO® Materials

Break the sound barrier on a supersonic jet, deliver cargo by train, and explore a swamp in your airboat. Build and create different modes of transportation out of more than 20,000 pieces of LEGO®, all while learning about the engineering concepts that make vehicles and vessels work.

Transportation Master Engineering using LEGO® Materials

Take a double decker bus ride through London, pilot a hovercraft over land and sea, and make important deliveries in a cargo plane. Learn about STEM concepts as we explore the various ways that we transport goods and people from place to place.

Animal Adventures with LEGO® Materials

Let your imagination run wild with tens of thousands of LEGO® parts as we design and build leaping dolphins, buzzing beehives, and towering giraffes. Play, create, and learn in a world inspired by the animal kingdom. Design and build as never before and explore your craziest ideas.

Bash'em Bots using LEGO® Materials

Design your custom LEGO® bot to take on any challenge. Mix and match chassis designs using wheels, treads, or walking legs. Combine these with tools like drills, hammers, and battering rams as you refine your masterpiece by sparring with friends and overcoming obstacles. Apply real-world engineering and physics concepts to help you bash and crash your way to victory.

Mandalorian Training using LEGO® Materials

Here's our chance to join our friends and learn what it takes to become a true Mandalorian. Using LEGO, an experienced instructor will guide us through the skills and equipment needed to earn the title. We will build our gauntlet fighter ship to weave through the galaxy, our Z-6 jetpacks to maneuver through the air, and of course defend ourselves with our Mandalorian armor. Coming to a galaxy near you!



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Mandalorian Missions using LEGO® Materials

Master The Way of the Mandalorian in this Star Wars inspired LEGO® Engineering experience. Venture through the galaxy in your custom gauntlet fighter to rescue Baby Yoda, build grappling hooks to pull ourselves to safety or rescue an ally from the treacherous Sarlacc Pit. Allow our Play-Well instructor to help get you ready to complete multiple missions all over the galaxy.



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Invoicing

Play Well will be responsible for invoicing the class

Please Note

1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
3. For programs held for multiple days, we prefer to use the same room each day.
4. If programs do not meet minimum enrollment, they may be combined or cancelled at our discretion. Do not automatically cancel a class that is below the minimum. Contact Play-Well first.
5. Play-Well reserves the right to cancel a program if we do not reach the minimum.
6. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
7. Client will collect all participant fees prior to start of program. Play-Well TEKnologies will invoice client after the program has started.
8. The Play-Well fee does not include any CLIENT markup. Please notify Play-Well Area Manager of total cost of class.
9. The first day of enrichment programs, we request access to the site approximately 15 minutes before and after for setup and cleanup.
10. The first day of summer programs, we request access to the site approximately 45 minutes before, and 30 minutes every day thereafter for setup. After class, we request 15-30 minutes for cleanup.



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Play-Well TEKnologies Letter Of Agreement 2024 Summer Camps



Jacob Lang for Play-Well TEKnologies

2/15/24

Date



DuPage County Historical Museum
Representative



Date

CERTIFICATE OF LIABILITY INSURANCE

09/19/2023

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 McNamara Insurance Services, Inc. 690 De Long Avenue, Suite 200 Novato CA 94945	CONTACT NAME: Michael McNamara PHONE (A/C, No, Ext): (415) 457-7856 FAX (A/C, No): (415) 457-7698 E-MAIL ADDRESS: Mike@4apolicy.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Tim Bowen, DBA: Play-Well TEKologies 216 Greenfield Avenue San Anselmo CA 94960	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Philadelphia Indemnity Insurance Companies</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B : The Hartford Insurance Co of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Philadelphia Indemnity Insurance Companies	NAIC # 18058	INSURER B : The Hartford Insurance Co of the Midwest	37478	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: CL2391903558

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2603446	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Sexual Abuse Coverage \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	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 \$			PHUB881936	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	57WECKZ9403	10/01/2023	10/01/2024	<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	Abuse/Molestation and Professional Liability			PHPK2603446	10/01/2023	10/01/2024	EACH INCIDENT \$1,000,000
	AGGREGATE \$2,000,000						

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the General Liability Deluxe Endorsement: Human Services PI-GLD-HS attached to this policy.

CERTIFICATE HOLDER

CANCELLATION

DuPage County Historical Museum 102 E. Wesley St. Wheaton IL 60187	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <div style="text-align: center;"> </div>
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