

**EAST FALLOWFIELD TOWNSHIP  
CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made this 24th day of March, 2009 by and between EAST FALLOWFIELD TOWNSHIP, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 2264 Strasburg Road, East Fallowfield, Pennsylvania 19320 (hereinafter the "Township") and SPOTTS, STEVEN AND MCCOY, INC., a Pennsylvania corporation with its principal place of business at 1047 North Park Road Reading, Pennsylvania 19610 (hereinafter the "Consultant").

**Background**

WHEREAS, the Township has requested proposals from experienced professionals for engineering services associated with assisting the Township in the preparation of a Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnership Program Grant Application and Chester County Municipal Grant Program Round 22 Application for park development within the East Fallowfield Township Community Park; and

WHEREAS, Consultant has submitted a proposal to provide the requested professional services to the Township; and

WHEREAS, Township has reviewed Consultant's proposal and has agreed to retain Consultant to provide the requested services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and intending to be legally bound, and it being further understood and agreed that the within Agreement is and shall incorporate and be subject to the laws of the Commonwealth of Pennsylvania, it is agreed and covenanted as follows:

1. **SCOPE OF WORK.** Consultant is authorized to perform services as specifically identified in Consultant's Letter Proposal to SSM File No. POPOO489.2009 dated February 13, 2009 attached hereto as Exhibit A and made a part hereof (the "Letter Proposal"). The services described in the Letter Proposal shall be referred to herein as the Project. In the event there is a conflict between the terms of this Agreement and the Letter Proposal, the terms and conditions of this Agreement shall control and prevail.

2. **COMPENSATION AND METHOD OF PAYMENT.** Compensation for all services provided by Consultant is as set forth in the Letter Proposal in the amount not to exceed Seven Thousand Two Hundred Dollars (\$7,200.00). This amount shall not be exceeded without the specific written authorization of the Township's Board of Supervisors and the subsequent issuance of an Amendment to this Agreement. The Consultant shall provide the Township with a monthly invoice for the services. At a minimum, the invoice shall identify the person performing the services, a description of the services performed by each individual, the time spent on each

task and any other information reasonably required by the Township. The Township shall pay the invoice within thirty (30) days of receipt.

3. **DURATION.** The duration of this Agreement shall be from the date of authorization, February 24, 2009, until the completion of all services as described in Exhibit A, or until such time as this Agreement is terminated in accordance with Section 6(I) hereof, whichever is earliest.

4. **CONSULTANT'S RESPONSIBILITY.** The responsibilities of the Consultant under this Agreement are as follows:

A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the services.

B. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable regulatory requirements in effect on the date of execution of this Agreement or the date of performance of a specific task during the term of this Agreement, whichever is later.

C. The Consultant shall render such professional services with the degree of skill and to the level of competency for professional and technical soundness and accuracy presently maintained by other practicing professionals engaged in the similar type of work in the Township's community.

D. The Consultant shall be and remain liable in accordance with applicable law for all damages to the Township caused by the Consultant's negligent performance of any of the services furnished under this Agreement or furnishing services contrary to the terms of this Agreement. The Consultant shall not be responsible for any time delays in the project caused by circumstances beyond the Consultant's control.

5. **INDEMNIFICATION AND INSURANCE.**

A. Consultant, for itself its successors and assigns, hereby agrees to indemnify, defend and hold harmless the Township, and Township's supervisors, employees, successors and assigns from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature ("Losses"), relating to or arising from, any negligent act, error, omission or willful misconduct on part of Consultant, its agents, employees or subcontractors in connection with this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Consultant, its agents, employees or subcontractors. This obligation to indemnify, defend and hold harmless the

Township, and Township's supervisors, employees, attorneys, successors, and assigns, shall survive the termination of this Agreement.

B. Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in Best Insurance Key rating Guide, the following policies of insurance:

1. Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$250,000 for each occurrence and a \$500,000 minimum aggregate amount.
2. Automobile bodily injury liability insurance of not less than \$150,000 each person; \$300,000 each occurrence.
3. Statutory Workman's Compensation and employer's liability insurance.
4. Professional liability insurance covering damages to Township and others resulting from errors or omissions of Consultant of not less than \$2,000,000.

C. All policies of insurance required hereunder, other than Workman's Compensation and employer's liability and Professional liability, shall name Township, its supervisors and employees as additional insureds. Specifically, Independent Contractor's CGL insurance policy shall name the Township, its officers, agents, supervisors, elected officials and employees as an additional insured under ISO endorsement CG 20 26 07 04 or non ISO equivalent. A copy of ISO endorsement CG 20 26 07 04 is attached hereto as Exhibit B.

D. Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior to written notice by U.S. certified mail, return receipt requested, has been given to the Township.

E. Regardless of the minimum insurance requirements herein, the Consultant's total liability for any Losses arising under this Agreement shall not exceed the total compensation for the services under this Agreement.

F. The Consultant shall furnish the Township with certificates of insurances and the requisite endorsements for all required insurance, prior to the Township's execution of the Agreement and the start of work.

G. Upon notification of receipt by the Township of a Notice of Cancellation, major change, modification or reduction in coverage, the Consultant shall immediately, after the effective date of a new or renewal policy, file with the Township a copy of the required new or renewal policy and certificates for such insurance.

H. Consultant represents and warrants that Consultant has the required insurance in full force and effect at upon the date of this Agreement. If at any time during the term of this Agreement, or any extension thereof, the Consultant fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the Township, provided such coverage is available at a reasonable cost. Any failure to maintain the required insurance shall be sufficient cause for the Township to terminate this Agreement.

I. If the Consultant should subcontract all or any portion of the work to be performed under this Agreement, the Consultant shall require each subcontractor or subconsultant to adhere to all subparagraphs of this Insurance section, written evidence of which shall be provided to the Township prior to commencement of work by the subcontractor or subconsultant. Similarly, any cancellation, lapse, reduction or change of subcontractors or subconsultants insurance shall have the same impact as described above.

## 6. MISCELLANEOUS.

A. Regardless of where the services of the Consultant and its subcontractors under this Agreement are actually performed, they shall be deemed to be performed in Chester County, Pennsylvania, or at such other locations as may be designated hereafter by the Township.

B. All documents prepared pursuant to this Agreement are considered public documents and no restrictions shall be placed on any such documents, or the use thereof.

C. All work product of the Consultant for this project, including work product created in electronic format, are instruments of service for this project only and shall become the property of the Township whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement. Any reuse of Consultant work product for any purpose other than that specifically intended in this Agreement, including providing a copy of any Consultant work product to a third party not specifically identified herein, will be at Township's sole risk and without financial liability or legal expense to Consultant.

D. Neither the Township nor Consultant shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.

E. All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Chester County, and each parties consents to the exclusive jurisdiction of said court.

F. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees

including but not limited to counsel fees, expert witness fees, and other costs and expenses as may be set by the court hearing the dispute.

G. In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

H. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Township and Consultant.

I. This Agreement may be terminated in whole or in part, in writing by either party subject to the terms, definitions, conditions and remedies as set forth herein.

1. Definitions.

A. Termination: To immediately discontinue rendering services hereunder.

B. Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by the terminated party.

C. Convenience: At will of terminating party without fault of the terminated party, and without justification.

2. Right to Terminate.

A. Fault of Consultant: Township may terminate this Agreement upon failure of Consultant to perform its obligations under the Agreement.

B. Fault of Township: Consultant may terminate this Agreement upon failure of Township to perform its obligations under the Agreement.

C. Convenience of Township: Township may terminate this Agreement at its convenience. Consultant may not terminate the Agreement for its convenience.

3. Remedies Upon Termination: In the event of termination hereunder, the following rights and remedies shall apply:

A. Fault of Consultant: If termination is caused by the fault of the Consultant, then:

(1) Subject to offset for costs incurred by Township to complete the scope of work as set forth in Section 3.A.(3) below, including the costs of reasonable attorneys' fees and engineering fees, Township shall pay Consultant for all services and expenses rendered to the date of termination in accordance with compensation terms in the Agreement.

(2) Township shall not pay anticipated profits or other penalties or damages.

(3) Consultant shall pay Township all reasonable/necessary costs incurred by Township to complete Consultant's scope of work. Such costs may include the cost incurred by the Township of employing another Consultant to complete such work, provided Consultant was given notice of any alleged fault and a reasonable opportunity to cure such alleged fault.

B. Fault of Township: If termination is caused by the fault of the Township, then:

(1) Township shall pay Consultant for all services and expenses rendered by Consultant to date of the termination.

(2) Township shall not pay for anticipated profits or other penalties or damages.

C. Convenience of Township: In the event of termination for convenience by Township, then:

(1) Township shall pay Consultant for services and expenses to date of termination, including the pro rata share of any fixed fee(s) to that date.

(2) Township shall not pay for anticipated profits or other penalties or damages.

4. Termination of Engineer/Consultant for Default Reversed. If, after termination for failure of Consultant to fulfill contractual obligations, it is determined by a court of competent jurisdiction or the Township that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Township. In such event, adjustment of the sub agreement price payments to the Consultant shall be made as provided in Paragraph 3.C of this clause.

5. Notice Requirements: No termination for fault or convenience shall take place hereunder by either party, unless:

A. An opportunity for consultation is afforded between the parties prior to sending the notice of termination; and

B. A notice of termination is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination, by certified mail, return receipt requested. The termination shall be effective upon receipt of the certified mail.

6. Obligations Upon Termination:

A. Upon receipt of a termination action for fault or convenience as set forth above, the Consultant shall:

(1) Promptly discontinue all affected work (unless notice directs otherwise); and

(2) Deliver or otherwise make available to the Township all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Consultant in performing this Agreement whether completed or in process.

B. The Township may take over the work and/or may award another party an Agreement to complete the work hereunder.

J. Consultant shall be prohibited from disclosing any information pertaining to the Project, including, but not limited to the name of the Township and the name of the Project, in Consultant's advertisement and/or public relations materials without the prior written consent of the Township.

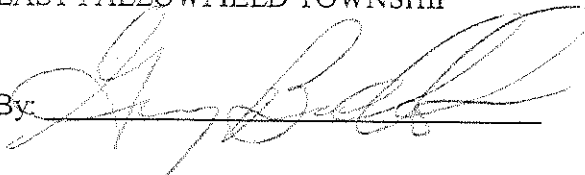
K. Applicable Law/Entire Agreement: This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. This Contract contains the entire agreement and understanding between the parties hereto and can only be amended by a writing signed by both Township and Consultant.

L. Notices: Unless specifically provided for herein to the contrary, all notices and communications related to this Contract shall be in writing sent by regular mail postage prepaid to the addresses set forth on the first page hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals this 24th day of March, 2009.


EAST FALLOWFIELD TOWNSHIP

By: 

ATTEST:

Denise Miller

SPOTTS STEVENS AND MCCOY, INC.

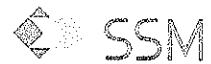
By: 

Name: Paul A. Pendzick, PE, RLA  
Title: Vice President

ATTEST:

Paul A. Pendzick





February 13, 2009

Mr. Peter A. Massaro, Chairperson  
Park and Recreation Commission  
East Fallowfield Township  
2264 Strasburg Road  
East Fallowfield, PA 19320

*Handwritten:* [unclear]  
FEB 16 2009  
*Handwritten:* [unclear]

RE: Grant Application Preparation Assistance  
SSM File POP00489.2009

Dear Mr. Massaro:

Spotts, Stevens and McCoy, Inc. (SSM) is pleased to provide the following Proposal for engineering services associated with assisting East Fallowfield Township in the preparation of a Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Grant Application and Chester County Municipal Grant Program Round 22 Application for development.

SCOPE OF WORK

DCNR Grant Application Services

- SSM will assist East Fallowfield Township with the preparation of a DCNR 2009-2010 Grant Application for the East Fallowfield Township Community Park Phase 2 Development project. SSM will complete all applicable sections of the DCNR Grant Application, as found on pages 73 through 97 of the 2009-2010 DCNR Grant Manual, and assemble an application package for submission to the DCNR by the April deadline. It is our understanding that the scope of the Phase 2 development remains consistent with the Phase 2 Development scope of used for last year's grant application. SSM will prepare an updated Construction Cost Opinion to reflect recently witnessed construction costs. SSM assumes that the Township will provide a Site Plan of the proposed project containing all items listed on the Site Plan Checklist located on page 61 of the Grant Manual. SSM recommends that the Township review and act on the required Resolution found on page 93 of the Grant Manual regarding the designation of the person responsible/authorized to sign the grant application form and agreement prior to the application deadline. SSM also recommends that a representative from East Fallowfield Township attend the DCNR Grant Workshop on February 26, 2009 in King of Prussia to review the proposed project with a DCNR representative. SSM will have a representative at this workshop.
- SSM will attend two (2) client meetings prior to submission of the application to the DCNR. The first will be to review municipal match and required documentation. The second will be to review the final grant application with Township Officials and Staff.



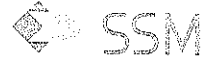
### Chester County Grant Application Services

- The application form and manual for this year's Chester County Municipal Grant cycle has yet to be published. This is based on the assumption that the application requirements are similar to previous years. SSM will assist East Fallowfield Township with the preparation of a Chester County Municipal Grant Application Form for the East Fallowfield Township Community Park Phase 2 Development project. SSM will complete the Grant Application Form and Answer Sheets, provide a project cost opinion, prepare a project schedule, and assemble the final application submission package. SSM recommends that the Township review and act on the Resolution requirements of the grant application. It is assumed that East Fallowfield Township will provide the supporting documents and letters required by the County.
- SSM will attend two (2) client meetings prior to the fall submission of the grant application to the County. The first meeting will be to review the grant application package, once it is issued by the County, and designate responsibilities. The second meeting will be to review the final grant application prior with Township Officials prior to submission to the County.

### Exclusions

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- Our Proposal includes the services outlined in the Scope of Work.
- Due to the competitiveness and review policies/criteria of the DCNR and County, SSM can not guarantee acquisition of this grant.
- SSM is not responsible for the solicitation of donations and/or volunteers for the inclusion with the matching portion of the grant(s).
- It is assumed that East Fallowfield Township will provide copies of any ordinances, plans, resolutions, and/or budget information as required by either the DCNR or Chester County for the preparation of the Grant Application Package.
- It is assumed that East Fallowfield Township will provide a Site Plan of the proposed project containing all items described on the Site Plan Checklist located on page 61 of the Grant Manual and those items required by the County.
- It is assumed that no survey or design development is necessary, from SSM, to complete the grant applications.
- It is assumed that East Fallowfield Township will provide Certificate of Title as required by the grant applications.
- It is assumed that East Fallowfield Township will provide a description of the Township's current parks and recreation maintenance and budgeting, and how maintenance and budgeting will be implemented for the proposed facilities.



East Fallowfield Township  
SSM File POP00489.2009  
February 13, 2009  
Page 3 of 5

COMPENSATION

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SSM will provide the services described in the Scope of Work for an estimated fee of Seven Thousand Two Hundred Dollars (\$7,200). This fee can be broken down as follows:

- DCNR Grant Preparation \$3,300
- Chester County Grant Preparation \$3,900

Our fees are valid for ninety (90) days from the date this Proposal.

Terms and Conditions

Our Standard Terms and Conditions for the performance of services are included in this letter. The Issuance of a Purchase Order in response to this Proposal constitutes acceptance. In the event of any inconsistencies between this Proposal and any other contract document, including but not limited to Purchase Orders issued in response hereto, this Proposal shall govern.

We appreciate the opportunity to provide East Fallowfield Township with professional services for this project. Should you have questions or require additional information, please contact me.

Very truly yours,  
SPOTTS | STEVENS | McCOY

A handwritten signature in black ink, appearing to read "JP", is written over the typed name.

Joseph Pinkey, RLA  
Landscape Architect  
Land Developemnt  
joe.pinkey@ssmgroup.com

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2009

PRODUCER (610)363-7999 FAX (610)363-5231  
Roehrs & Company Inc.  
PO Box 100, 736 Springdale Dr  
Exton, PA 19341-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Spotts, Stevens and McCoy, Inc.  
1047 North Park Road  
P.O. Box 6307  
Reading, PA 19610-0307

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: General Insurance Co of Amer	24732
INSURER C: Hartford Ins Co of Midwest	37478
INSURER D: Lexington Insurance Company	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	44SBAUT6549	10/01/2008	10/01/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B		AUTOMOBILE LIABILITY	24CC254364-1	10/01/2008	10/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	44SBAUT6549	10/01/2008	10/01/2009	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	44WECTF5788	05/01/2008	05/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? if yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D		OTHER Professional Liability	000334007	10/01/2008	10/01/2009	Aggregate: \$5,000,000 Each Occurrence: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
East Fallowfield Township, its supervisors, and employees are named additional insured with respects General Liability, Automobile Liability, and Umbrella Liability resulting from on-going operations performed by the named insured for the certificate holder.

## CERTIFICATE HOLDER

East Fallowfield Township  
2264 Strasburg Road  
East Fallowfield, PA 19320

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Giles B. Roehrs/JILL



## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.