

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	December 19, 2017		Consent Ordinance	[] Regular [] Public Hearing
Department:	Facilities Development & Operations	}		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Standard License Agreement for Use of County-Owned Property dated November 15, 2017, with the Wellington Chamber of Commerce (Wellington Library Branch Parking lot);

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached standard Agreement, dated November 15, 2017 has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or her designee. The Standard License Agreements were approved in accordance with R2010-0333, as amended and approved by the Board on October 1, 2013. This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

Background & Justification: The delegation of authority which provided authority for the County Administrator or her designee to execute standard license agreements was designed to expedite and streamline the process for commercial use of county owned property after submission of an application for use and after determination of whether a license fee should be charged for the use. There is no license fee if the applicant demonstrates that (i) the activity is for the purpose of promoting community interest and welfare and (ii) the applicant will not realize a profit based on the use.

Attachments:

Standard License Agreement for Use of County-Owned Property dated November 15, 2017, with the Wellington Chamber of Commerce (Wellington Library Branch Parking lot);

Recommended By:	Army Wix	11/18/17
	Department Director	Date
Approved By:	Wester	12/12/17
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs	-				
External Revenues Program Income	•				
(County)					
In-Kind Match (County _					
NET FISCAL IMPACT _	*0	0.	0.	0.4	0.
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Itom Included in Cur	mont Dudgets	Yes	No. X		
Is Item Included in Cur Does this item include t		Yes	No <u>×</u> No ×	_	
federal funds?					
3. Recommended Sources * No Fiscal impa C. Departmental Fiscal Re	ct.				
	m. <u>)</u>	REVIEW COM	<u>MENTS</u>		
A. OFMB Fiscal and/or C	ontract Developn	nent Comments:	Δ	Λ	
OFMB 1029 \$ 11/30	F1(1/61	Co	intract Development	and Control	13/8/1
B. Legal Sufficiency: Assistant County Attorney	1/2/8// ey	7	12/8/4	TW	9
C. Other Department Rev	iew:				
Department Director	Wild 1944 - Cold - Mark - Cold				

This summary is not to be used as a basis for payment.

STANDARD LICENSE AGREEMENT FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into NOVENCE IS POT, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter rreferred to as "County" and Wellington Chamber of Commerce, Inc., a Florida not for profit corporation, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensee has applied for a License to Use County owned property via the Application for License to Use County-Owned Property (the "Application"), attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, County is the owner of the real property and/or improvements described on the Application; and

WHEREAS, County is willing to grant Licensee a revocable license to use the property for the purposes described on the Application and hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on the Application. The Application, which may include special conditions of use as set forth in the Application, is hereby made a part of this License Agreement. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the use listed on the Application; Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall be entitled to use the Premises only on the days and times listed on the Application. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. Length of Term and Commencement Date

Upon execution by both parties this License Agreement shall commence upon the date listed in the application (the "Commencement Date"). The term of this License Agreement shall

continue until the earlier of, the time listed on the Application, one year from the Commencement Date, or termination in accordance to the terms of this License Agreement.

3. License Fee

No License Fee is assessed as the activity is to promote community interest and welfare and the Licensee will not realize a profit from the activity. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

4. Termination

The County may terminate this License Agreement at any time upon written notice to the Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Licensee may terminate this License Agreement upon written notice to the County. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination.

5. Waste or Nuisance

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

6. Governmental Regulations

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

7. Non-Discrimination

The Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Licensee has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or

in the alternative, if the Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County that Licensee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

8. Surrender of Premises

Upon termination of the use of the Premises by the Licensee, Licensee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of the period of use.

9. Maintenance and Repair

County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

10. Indemnification of County

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

11. Insurance

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

12. Utilities

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises unless the responsibility for utilities is listed by the County as a special condition of use on the Application. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

13. Rules of Premises

Licensee shall strictly adhere to the Rules that govern the Premises as set forth in the Application, at all times. Licensee also acknowledges that any violation of the Rules governing the use of the Premises may result in the suspension or termination of this License Agreement.

14. Subcontracting

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

15. Entire Agreement

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier, fax or email if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or on a nonbusiness day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager 2633 Vista Parkway West Palm Beach, FL 33411 Fax: (561) 233-0206

with a copy to:

Palm Beach County Attn: County Attorney 301 North Olive Avenue West Palm Beach, FL 33401

Fax: (561) 355-6461

(b) If to the Licensee at:

Wellington Chamber of Commerce, Inc. c/o Michela A, Perillo-Green, Executive Director 12161 Ken Adams Way, Suite #183 Wellington, FL 33414

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

17. Severability

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by

18. WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. Governing Law and Venue

This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

20. Recording

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

21. Time of Essence

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

22. Palm Beach County Office of the Inspector General

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. No Third Party Beneficiary

No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, County and Licensee have executed this License Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

LICENSEE:

WELLINGTON CHAMBER OF COMMERCE,

INC., a Florida not for profit corporation

Signature

SEAL

COUNTY:

PALM BEACH COUNTY, a Political

Subdivision of the State of Florida

Hamy Wix

Audrey Wolf, Director
Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIE

Exhibit "A" APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

This application may be used to apply for a License to use County owned property. The application must be submitted at least twenty (20) days prior to the proposed date of the requested use. Please send the completed application to:

Facilities Development & Operations Department (FDO) PBCFacilityUsePermit@pbcgov.org

2633 Vista Parkway

West Palm Beach, FL 33411-5603

ATTN: Director

Telephone: 561-233-0220 / Fax: 561-233-0206

Upon approval of the application by FDO, the property will be reserved and the user will be informed of any Special Conditions of Use, and fees for the Use as defined herein. Any fees are due prior to the Use.

1. USER/APPLICANT
Name of Applicant: Wellington Chamber of Commerce, Inc.
Name of
Organization/Licensee: Wellington Chamber of Commerce, Inc
Address: 12161 Ken Adams Way
City: Wellington State: FL Zip: 33414
Phone: (561) 792-6525 Email: info@wellingtonchamber.com
Name of the Authorized Representative : Michela A. Green, Executive Director
Type of Entity: Agency Profit (Specify)
2. REQUESTED PROPERTY
Name of Property:
(Please include
room or area
requested) Parking area of Wellington Library
Address: 1951 Royal Fern Drive
City: Wellington State: FL Zip: 33414
3. NATURE OF USE: (Please check one)
☐ Training ☐ Educational ☐ Recreational ☐ Meeting

Page 1 of 3

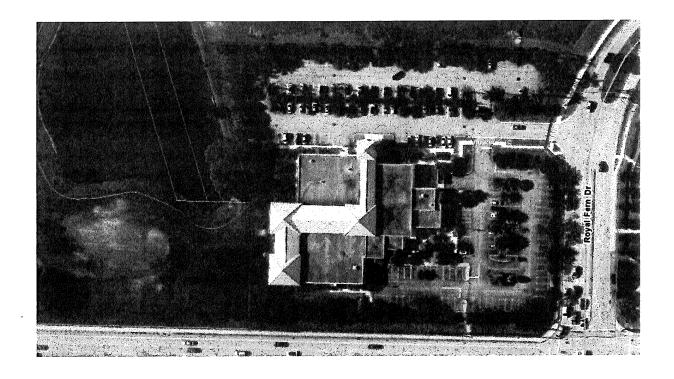
Overflow Parking for WinterFest a Community Non-profit Event Other Event
Does Use include the sale of Goods and/or Services? Yes No
Will User charge an Admission Fee and/or Participation
Fee? Yes No
Amount to be charged for Admission Fee and/or Participation
Fee: \$0.00
Detailed description of the nature and purpose of use (attach additional sheets as necessary):
General public parking to support a community related event.
4. FOOD AND BEVERAGE
Use includes food and/or beverage? Yes No
Use includes the sale, use or consumption of
alcohol? Yes No Note: A custodial fee may be imposed if the Use involves food and/or beverages.
Note. A custodiar fee may be imposed if the Osc involves food and of beverages.
5. DATE AND TIME OF USE
Date(s) of Use: December 8, 2017
Time(s) of
Use: 5:45 PM - 10:00 PM
6. EQUIPMENT
Amount of Equipment
Requested: n/a Tables n/a Chairs
All equipment contained or used within the Facility is subject to approval by the
Department.
7. ADDITIONAL USERS
Organization(s)/individual(s) participating in use, if other than Applicant (attach additional
pages to list more organization(s)/individual(s)):
Name: n/a
Address:
City: State: Zip:
Phone: Email:
Contact Person:
Type of Public Non- Other
Entity: Agency Profit (Specify)

8. VENDORS	
List all vendors of the Event: n/a	
9. ADVERTISING	
Will the event be advertised to the Public?	∑ Yes ☐ No
If yes, by what means?: \boxtimes Radio \boxtimes	TV Other
Tryes, ey what means to get a subset of get	
TO BE PROVIDED BY FDO (After evaluation	n of the Application):
1. FEES AND ADDITIONAL CHARGES	
	\$ Waived
Custodial Fees	\$
Service Costs	\$
Other Costs	
2. Special Conditions of Use: See attached	Exhibit A-1
By signing below, I certify that I have the author and I agree on behalf of the Licensee to comply	ity to represent and obligate the Licensee with the terms of this Application. Date: 27 17
Signature of Authorized Representative	Date
Michela Green, Exer. Directo	ativa
Printed Name and Title of Authorized Represent	auve
APPROVED BY:	
Army Work	Date: 11/15/17
Director, Facilities Development & Operations I	Department
OTHER DEPARTMENTAL REVIEW (If neces	sary):
	Date:
Signature of Director of Department	

Exhibit "A-1"

- 1. This license is for use of the Premises depicted on Exhibit "A-2" attached to the Application, to be solely and exclusively used for overflow parking purposes as set forth in the Application.
- 2. Licensee shall provide appropriate signage and personnel required, including parking attendant(s) to ensure that the use of the Premises and that all activity on the Premises is done in an orderly manner and in full compliance with the License Agreement and the Application. At the conclusion of the event, Licensee shall remove all signs from the Premises.
- 3. Licensee shall pay a fee of ZERO dollars and no cents (\$0.00) for the use of the Premises for this Event. In the Event the usage of the Premises extends beyond December 8, 2017 from 5:45 pm to 10:00 pm, additional charges of \$100.00 per day may be assessed.
- 4. Licensee's use shall not interfere with County's use of, access to and parking on the County's contiguous properties.
- 5. Licensee shall provide all traffic control and enforcement necessary to ensure that Licensee's use of the Premises does not interfere with County's use of its contiguous properties and that there will be no entry or use of any County building on the contiguous properties by the Licensee, it's agent, employees or invitees.
- 6. Licensee shall keep access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.
- 7. All parking required by Licensee, its agents, employees or invitees shall be accommodated and confined to the Premises.
- 8. Licensee will not charge a fee for parking on the Premises.
- 9. All refuse, litter and trash is to be removed from the Premises by Licensee at Licensee's sole cost and expense.
- 10. Upon termination of the License, Licensee shall remove all personal property, and all refuse, trash and garbage and shall surrender the Premises in at least the same condition the Premises were in as of the date of this Agreement.
- 11. User acknowledges that any licensed use shall be open to the general public and shall be non-exclusive. User shall not exclude any person from participation in its use of the Facility on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.
- 12. Commencement of the use of the Premises constitutes acceptance and agreement to the terms and conditions of usage.

Exhibit "A-2" Limited to Paved Parking Area Only



Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation WELLINGTON CHAMBER OF COMMERCE, INC.

Filing Information

 Document Number
 N96000004537

 FEI/EIN Number
 65-0693111

Date Filed

08/27/1996

Effective Date

08/23/1996

State

FL

Status

ACTIVE

Principal Address

12161 KEN ADAMS WAY

STE 183

WELLINGTON, FL 33414

Changed: 09/15/2015

Mailing Address

12161 KEN ADAMS WAY

STE 183

WELLINGTON, FL 33414

Changed: 09/15/2015

Registered Agent Name & Address

Perillo-Green, Michela A, Executive Director

12161 Ken Adams Way

Ste. 183

WELLINGTON, FL 33414

Name Changed: 01/22/2016

Address Changed: 01/22/2016

Officer/Director Detail

Name & Address

Title T

GRIMM, DALE W

12161 Ken Adams Way Ste 183 WELLINGTON, FL 33414

Title Executive Director

Michela , Perillo-Green An 12161 Ken Adams Way Ste 183 Wellington, FL 33414

Annual Reports

Report Year	Filed Date
2015	01/09/2015
2016	01/22/2016
2017	01/09/2017

Document Images

01/09/2017 – ANNUAL REPORT	View image in PDF format
01/22/2016 ANNUAL REPORT	View image in PDF format
01/09/2015 ANNUAL REPORT	View image in PDF format
03/20/2014 ANNUAL REPORT	View image in PDF format
03/22/2013 ANNUAL REPORT	View image in PDF format
04/16/2012 ANNUAL REPORT	View image in PDF format
03/24/2011 – ANNUAL REPORT	View image in PDF format
02/16/2010 ANNUAL REPORT	View image in PDF format
04/27/2009 ANNUAL REPORT	View image in PDF format
05/15/2008 ANNUAL REPORT	View image in PDF format
01/31/2007 ANNUAL REPORT	View image in PDF format
04/27/2006 ANNUAL REPORT	View image in PDF format
07/27/2005 ANNUAL REPORT	View image in PDF format
04/22/2004 ANNUAL REPORT	View image in PDF format
04/15/2003 ANNUAL REPORT	View image in PDF format
04/22/2002 ANNUAL REPORT	View image in PDF format
02/07/2001 ANNUAL REPORT	View image in PDF format
06/01/2000 ANNUAL REPORT	View image in PDF format
06/02/1999 ANNUAL REPORT	View image in PDF format
05/05/1998 ANNUAL REPORT	View image in PDF format
06/12/1997 ANNUAL REPORT	View image in PDF format
08/27/1996 DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations



Policy #: M1494314

Cove Insurance Inc. Charles Higgins 1201 US Hwy. 1, Suite 200A North Palm Beach, FL 33408 (407) 378-2001	Policy Limits Each Occurrence (Includes Bodily Injury and Property Damage) Personal & Advertising Injury Products / Completed Operations	\$1,000,000 \$1,000,000 \$1,000,000	Attendance: 4000 people Event Length: 1 day(s)	
Event Holder / Insured Wellington Chamber of Commerce Michela Green 12161 Ken Adams Way, Ste 183 Wellington, FL 33414	Aggregate General Aggregate Medical Payments Liquor Liability Waiver of Subrogation Additional Insured(s) Hired & Non-Owned Auto	\$2,000,000 \$5,000 Host Included Not Included Not Included	Cost Breakdown Premium: Stamping Fee: Tax: Policy Fee: RPG Fee:	\$ 575.00 \$ 0.58 \$ 37.34 \$ 35.00 \$ 136.89
\$171.89, the full Administration Cha- www.TheEventHelper.com's coverage requirements and cannot be amende	ility policy, I will be subject to a refund rge on my policy. In the very unlikely o ge terms do not meet my venue's insur ed to do so, I am eligible for a full refur the commencement of the policy peri	ase rance nd of my policy	AMOUNT PAID	\$ 784.81



Evanston Insurance Company COMMON POLICY DECLARATIONS

POLICY NUMBER: 3DS5455-M1494314 Named Insured and Mailing Address Wellington Chamber of Commerce Michela Green 12161 Ken Adams Way, Ste 183, Wellington, FL 33414

Policy Period: From $\underline{12/08/17}$ to $\underline{12/09/17}$ at 12:01 A.M. Standard Time at your mailing address (shown above).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 1,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person
Deductible	\$ 1,000	

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

FORMS AND ENDORSEMENTS	
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:	
SEE FORMS SCHEDULE - MDIL 1001	

ITEMIZED COSTS		
Premium	\$ 575	
Surplus Lines Tax	\$ 37.34	
Stamping Fees	\$ 0.58	
Policy Fee	\$ 35	
RPG Fee	\$ 136.89	

Producer Number, Name and Mailing Address

Citadel Insurance Services, LC 826 E State Rd. Ste. 100 American Fork, UT 84003

	Shi hum		
Countersigned:	77.77	By:	10/11/2017
	AUTHORIZED REPRESENTATIVE		DATE

MDIL 1000 08 11

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

WELLI-3 OP ID: LT

DATE (MM/DD/YYYY)

10/25/2017

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 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).

	Citillogic Holder in lice of Cooli Cilabi	CCITI	211610	<i>,</i> .						
PRODUCER		CONTACT Charles R. Higgins								
Cove Insurance, Inc. 1201 US Hwy. 1, Suite 200A			PHONE [A/C, No, Ext): 561-775-7076 FAX [A/C, No): 561-775-7086							
North Palm Beach, FL 33408		E-MAIL ADDRESS:								
Charles R. Higgins				ins	URER(S) AFFOI	RDING COVERAGE		NAIC#		
			INSURER A : Evanston Insurance Co.							
INS	Wellington Chamber of				INSURE	RB:				
l	Commerce	·	100		INSURE	RC:				
	12161 Ken Adams Way, S Wellington, FL 33414	ste :	103		INSURE	RD:				
]	110milgton, 1 E 00414				INSURE	RE:				
					INSURE	RF:				
				E NUMBER:				REVISION NUMBE		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME FAIN, CIES.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH R D HEREIN IS SUBJE	ESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	1						EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE OCCUR	Х		3DS5455-M1494314		12/08/2017	12/09/2017	DAMAGE TO RENTED PREMISES (Ea occurren	nce) S	
Α	X Host Liquor Liab.		1	3DS5455M1494314		12/08/2017	12/09/2017	MED EXP (Any one person		1,000,000
İ								PERSONAL & ADV INJU	IRY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	≘ \$	2,000,000
	X POLICY PRO-							PRODUCTS - COMP/OP	AGG S	
	OTHER:							Deductibl	\$	1,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIM (Ea accident)	AIT S	
	ANY AUTO			·				BODILY INJURY (Per pe	erson) S	
	ALL OWNED SCHEDULED AUTOS			-				BODILY INJURY (Per ac	cident) S	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	5	
	AG/65								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
ŀ	EXCESS LIAB CLASMS-MADE							AGGREGATE	5	
	DED RETENTIONS	ĺ							s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER I	OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		ĺ					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPI	LOYEE \$	
	Îf yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	LIMIT S	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (/	CORD	101, Additional Remarks Schedul	e, may bi	attached if more	space is requir	od)		
CG	tificate Holder listed below is nam 20 26 07 04. Attendance: 4000, Ev door.	red : rent	as ac Type	dditional insured per a e: Festival & Cultural E	ttache vent-	ed				

Locations: 12008 & 12012 South Shore Blvd., Welllington, FL 33414

CERTIFICATE HOLDER	CANCELLATION
South Shore Hotel Associates	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3222 commerce Place, Ste C West Palm Beach, FL 33407	AUTHORIZED REPRESENTATIVE Charles R. Higgins Chaulesh. Higgins

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ACORD 25 (2014/01)

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COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

Policy Number: 3DS5455-M1494314

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)
South Shore Hotel Associates 3222 Commerce Place, Ste C West Palm Beach, FL 33407
·
Information required to complete this Schedule, if πot shown above, will be shown in the Declarations.

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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Page 1 of 1

ACORD
PRODUCER
10.

CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE

DATE (MM/DD/YYYY)

Cl 12	arles 01 US	surance Inc. Higgins 3 Hwy. 1, Suite 200A		HOLDER.	HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
North Palm Beach, FL 33408 Phone: (407) 378-2001 Email: Italton.covei01@insuremail.net				INSURERS A	INSURERS AFFORDING COVERAGE				
INSURED				INSURER A: EV	INSURER A: Evanston Insurance Company				
Wellington Chamber of Commerce				INSURER B:					
		Michela Green		INSURER C:					
		12161 Ken Adams Way, Ste Wellington, FL 33414	183	INSURER D:					
		Wellington, 1 E 334 14		INSURER E:					
CC	VER	AGES		T WOOTE LE					
A N F	HE PO NY R IAY P OLICI	DLICIES OF INSURANCE LISTED BEI EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN M	OF ANY CONTRACT OR OTHE D BY THE POLICIES DESCRIBE	R DOCUMENT WITH R D HEREIN IS SUBJECT AID CLAIMS.	ESPECT TO WHIC TO ALL THE TER	H THIS CERTIFICATE MAY I MS, EXCLUSIONS AND CON	BE ISSUED OR		
INSF	ADD'L INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	3		
		GENERAL LIABILITY				515116551EEE	\$ 1,000,000		
Α	Υ	X COMMERCIAL GENERAL LIABILITY	3DS5455-M1494314	12/08/2017	12/09/2017	MED EXP (Any one person)	\$ 5,000		
		CLAIMS MADE X OCCUR	3D30430-W1484314	12/06/2017	12/03/2017		s 1,000,000		
		X Host Liquor Liability				GENERAL AGGREGATE	s 2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:	3DS5455-M1494314	12/08/2017	12/09/2017	}	<u> </u>		
		PRO-					s 1,000,000		
							\$ 1,000		
		Retail Liquor Liability	~~~				5		
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$		
		ALL OWNED AUTOS					· · · · · · · · · · · · · · · · · · ·		
		SCHEDULED AUTOS				BODILY INJURY (Per person)	5		
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	s		
						PROPERTY DAMAGE (Per accident)	s		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
		ANY AUTO				EA ACC	\$		
						OTHER THAN	\$		
•		EVOLUE (HIDDELI ALLED LE)					5		
		EXCESS/UMBRELLA LIABILITY				i	······································		
		OCCUR CLAIMS MADE				-	<u> </u>		
							\$		
		DEDUCTIBLE					5		
	<u>_</u>	RETENTION 5					5		
		KERS COMPENSATION AND OYERS' LIABILITY				WC STATU- TORY LIMITS ER			
		PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$		
	OFFI	CER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$		
If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - POLICY LIMIT	5			
	OTHE	ER .							
Cer	ificate	on of operations / Locations / Vehicl holder listed below is named as addition e: 4000, Event Type: Festival & Cultural	nal insured per attached CG 20 26 0		SIONS				
CE	CIF	CATE HOLDER		CANCELLATI					
Palm Beach County Board of County				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION					
Commissioners, a political subdivision			DATE THEREOF,	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN					
of the State of Florida, it's officers			NOTICE TO THE C	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
employees & agents c/o Facilities Development & Operations Dept.			IMPOSE NO OBLI	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITE ACENTS OR					
2633 Vista Parkway			REPRESENTATIV	REPRESENTATIVES.					
				AUTHORIZED REPRESENTATIVE					
			Charles H	Charles Higgins (Ranks A Vista					
AC	ORD :	25 (2001/08)			-33···· (/		RPORATION 1988		

ACORD 25 (2001/08)

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

Policy Number: 3DS5455-M1494314

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) Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's officers employees & agents c/o Facilities Development & Operations Dept. 2633 Vista Parkway West Palm Beach, FL 33411 Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2017

Cove Insurance Inc. Charles Higgins 1201 US Hwy. 1, Suite 200A					THIS CERTIFICATION 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.				
		alm Beach, FL 33408 (407) 378-2001 Email: Italton.coveil	01@insuremail.net	INSURERS A	INSURERS AFFORDING COVERAGE				
INSURED				INSURER A: EN					
		Wellington Chamber of Con	nmerce	INSURER B:					
		Michela Green	- 402	INSURER C:					
		12161 Ken Adams Way, Ste Wellington, FL 33414	B 183 ·	INSURER D:					
				INSURER E:					
CO	VER	AGES					<u> </u>		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDIC ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AN POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							BE ISSUED OR		
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	5		
		GENERAL LIABILITY				EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	\$ 1,000,	,000	
Α	Y	X COMMERCIAL GENERAL LIABILITY	3DS5455-M1494314	12/08/2017	12/09/2017	MED EXP (Any one person)	s 5,	000	
		CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	s 1,000,	000	
		X Host Liquor Liability	3DS5455-M1494314	12/08/2017	12/09/2017	GENERAL AGGREGATE	\$ 2,000,	000	
		GEN'L AGGREGATE LIMIT APPLIES PER:			, 2, 00, 20	PRODUCTS - COMP/OP AGG	\$ 1,000,	000	
		X POLICY PRD. LOC				DEDUCTIBLE	S 1,	000	
		Retail Liquor Liability					s		
		AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	5		
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s		
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	5		
						PROPERTY DAMAGE (Per accident)	\$		
Ì		GARAGE LIABILITY		ĺ		AUTO ONLY - EA ACCIDENT	5		
		ANY AUTO				OTHER THAN EA ACC	\$		
						AUTO ONLY: AGG	\$	_	
	1	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	_	
	ļ	OCCUR CLAIMS MADE				AGGREGATE	\$		
							S		
		DEDUCTIBLE					5		
		RETENTION 5					s		
		KERS COMPENSATION AND				WC STATU- TORY LIMITS ER			
		OYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$		
ł	OFFIC	CER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$		
		, describe under CIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	5		
	OTHE	R							
DESC	RIPTIC	ON OF OPERATIONS / LOCATIONS / VEHICL	ES / EXCLUSIONS ADDED BY ENDORSEME	INT / SPECIAL PROVIS	SIONS			\dashv	
Cert	ficate	holder listed below is named as additior e: 4000, Event Type: Festival & Cultural	nal insured per attached CG 20 26 07 0						
CEF	TIFI	CATE HOLDER		CANCELLAT	ON				
		Village of Wellington				ED POLICIES BE CANCELLED B		- 1	
12300 Forest Hill Blvd				DATE THEREOF,	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN				
		Wellington, FL 33414		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
				HAPOSE NO OBLI	IMPOSE NO OBLICATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS ACENTS OR				
				REPRESENTATIV	REPRESENTATIVES:				
					AUTHORIZED REPRESENTATIVE				
				Charles Higgins (Kalls K. Tyssum)					
ACC	RD:	25 (2001/08)				© ACORD CO	REORATION 198	8	

COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

Policy Number: 3DS5455-M1494314

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)
Village of Wellington 12300 Forest Hill Blvd Wellington, FL 33414
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

- $\boldsymbol{\mathsf{A.}}\$ In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

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Page 1 of 1



Workers Compensation And Employers Lability Insurance

Insured Name

WELLINGTON CHAMBER OF COMMERCE, INC. 12161 KEN ADAMS WAY #183 WELLINGTON, FL 33414-

Policy Number
WC 6 12286929
Policy Period

07/22/2017 to 07/22/2018

Benewal

Producer Information

ATLANTIC PACIFIC INS INC 11382 PRSPRTY FMS RD STE 123 PALM BEACH GARDENS, FL 33410

Producer Processing Code

770-017786

CNA Branch

FLORIDA 500 Colonial Center Parkway 2nd, 3rd, and 4th Floor Lake Mary, FL 32746

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

The Workers' Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers' Compensation costs.

Go to www.cna.com/claim to obtain information on

- How to report a loss
- How to find a network provider
- PPO panel request

If you have questions or need additional information, you can call CNA customer Service at (877) 574-0540, or send an email to fsrmail@cnacentral.com, or contact your independent CNA Insurance Agent.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.