

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: 10/03/2023

Consent

Regular

Ordinance

Public Hearing

Department:

Submitted By: County Library/Administration

Submitted For: County Library/Administration

I. EXECUTIVE BRIEF

**Motion & Title:** Staff recommends motion to approve a subscription agreement between Palm Beach County and Creativebug, for a (1) year term beginning on October 15, 2023, with renewal options not to exceed five years, in the amount of \$22,000.00 each year.

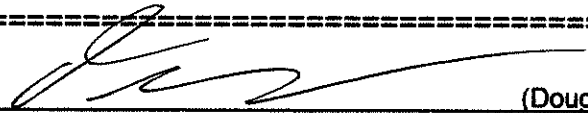
**Summary:** The Library Department requests a new one (1) year term with four (4) additional one (1) year automatic renewal periods with Creativebug. This agreement would provide residents with all-access, no boundaries pass to explore thousands of classes. People of all skill levels can work alongside instructors to learn craft techniques. Creativebug is an easy to use personalized platform, is simple and intuitive, with features like chapter divisions, note-taking tools, 20-second rewind and more. The Agreement contains liability provisions that differ from that adopted for use by the County under PPM CW-F-049. In accordance with PPM CW0F-049, Risk Management and the County Attorney's Office have reviewed the language and advised the Library Department of the associated risks. Due to business needs and the benefits to be derived from the Agreement, Risk Management and the County Attorney's Office have agreed to allow the Department to move the agreement forward for Board of County Commissioner approval. The Agreement caps Creativebug's liability to \$22,000 and requires Creativebug to indemnify the County for infringement claims only. Countywide (AH)

**Background and Justification:** Residents make extensive use of our collection of crafting books. This database will allow them to access crafting ideas from home. Creativebug is a platform that is open 24/7, featuring artists and crafters of all kinds, inspiring individuals to create and learn together. Users can save favorite classes and receive personalized recommendations. Creativebug's high quality expert driven videos are produced by renowned artists and creative experts. Instructors bring a lifetime of practice, passion, and proven teaching methods.

**Attachments:**

1. Creativebug, subscription agreement

Recommended By: \_\_\_\_\_



(Douglas Crane)

9.6.23

Department Director

Date

Approved By: \_\_\_\_\_



(Todd Bonlarron)

9/27/23

Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>22000</u>	<u>22000</u>	<u>22000</u>	<u>22000</u>	<u>22000</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>22000</b>	<b>22000</b>	<b>22000</b>	<b>22000</b>	<b>22000</b>

**# ADDITIONAL FTE**

**POSITIONS (Cumulative)**      0      0      0      0      0

**Is Item Included in Current Budget?**      Yes x      No

**Budget Account No.:**      Fund 1180    Dept 320    Unit 3200    Object 5401

**Does this item include the use of federal funds?**      Yes      No x

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Source: Ad Valorem Tax

Impact: Minimal fiscal impact. No transfer of funds required.

**C. Departmental Fiscal Review:**      Alicia Garza  
(Director, Library Finance and Facilities)

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. And Control Comments:**

Lisa Mente 9/21/23  
OFMB DA 9/17

Joe J. [Signature] 9/22/23  
Contract Dev. And Control

**B. Legal Sufficiency:**

Anne Helgent 9/25/23  
Assistant County Attorney

**C. Other Department Review:**

N/A  
Department Director

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



<b>Sales Rep</b>	Meghan Haddad-Null			
<b>Subscriber Details</b>				
<b>Library Name</b>	Palm Beach County Library System			
<b>Street Address</b>	3650 Summit Boulevard			
<b>City</b>	West Palm Beach			
<b>State</b>	FL			
<b>Zip Code</b>	33406			
<b>Country</b>	United States			
<b>Primary Subscriber Contact Information</b>				
<b>Name</b>	Douglas Crane			
<b>Email</b>	craned@pbclibrary.org			
<b>Phone</b>				
<b>Subscriber Billing Contact Information</b>				
<b>Name</b>	Palm Beach County, FL Accounts Payable			
<b>Email</b>	Group-LibraryAccountsPayable@pbclibrary.org			
<b>Subscription Information</b>				
<b>Contract Length</b>	12 months			
<b>Effective Date</b>	Oct 15, 2023			
<b>Execution Date</b>				
<b>Payment Terms</b>	90			
<b>Contract Details</b>				
	<b>Term Start</b>	<b>Term End</b>	<b>Amount</b>	<b>Comments</b>
<b>Term 1</b>	Oct 15, 2023	Oct 14, 2024	\$ 22,000.00	
<b>Term 2</b>	Oct 15, 2024	Oct 14, 2025	\$ 22,000.00	
<b>Term 3</b>	Oct 15, 2025	Oct 14, 2026	\$ 22,000.00	
<b>Term 4</b>	Oct 15, 2026	Oct 14, 2027	\$ 22,000.00	
<b>Term 5</b>	Oct 15, 2027	Oct 14, 2028	\$ 22,000.00	
<b>Total</b>			\$ 110,000.00	
Library		School		
<b>Additional Comments</b>				
<b>Creativebug Signature Approval</b>				
			20 Sep 2023	
<b>Account Manager Signature</b>			<b>Sign Date</b>	

# creativebug<sup>®</sup>

SUBSCRIPTION ORDER FORM

**NOTE:**

Checks for Creativebug should be made out to Jo-Ann Stores, LLC for the amount identified on page 2 of the Subscription Order Form:

ATTN: Creativebug  
P.O. Box 399  
Hudson, OH 44236-0399

Creativebug, LLC  
2560 Ninth Street  
Unit 314/316  
Berkeley, CA 94710

Creativebug, LLC  
Subscription Order Form

**Subscriber:** Palm Beach County Library System ("Subscriber")  
3650 Summit Boulevard  
West Palm Beach, FL 33406 United States

**Effective Date:** October 15, 2023

**Term:** 12 months

**Minimum Term:** 6 months

**Fees: Annual fee: \$ 22,000.00 Total Fee: \$ 110,000.00**  
Annual fee to be paid to Creativebug within 90 days of Effective Date.

**Description:** Subject to Subscriber's payment of the Fees and compliance with this Agreement (including the Terms and Conditions), Creativebug hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Creativebug Services during the Term, solely for use by Authorized Users in accordance with this Agreement. Creativebug will provide to Subscriber the necessary network links or connections to allow Authorized Users to access the Services solely through Subscriber's web portal.

**Cancellation:** Either party may cancel the Agreement by providing 30 days' written notice to the other Party.  
\* Cancellation or termination for any reason before expiration of the Minimum Term will result in guaranteed fees owed to Creativebug by Subscriber for the Minimum Term.

Subscriber hereby orders from Creativebug the Subscription outlined above. This Order Form is issued pursuant to, and is subject to, the Creativebug Subscription Agreement Terms and Conditions. This Order Form becomes valid and binding when signed by Subscriber and accepted by Creativebug, LLC. Upon signature, the Order Form is effective as of the Effective Date. The Term and Minimum Term start on the Effective Date.

Subscriber	Creativebug, LLC
_____	_____
Palm Beach County	<i>Liana Allday</i>
_____	_____
	Liana Allday
_____	_____
	General Manager
_____	_____
	30 Aug 2023
_____	_____
Joseph Abruzzo, Clerk	Mayor
_____	_____
_____	_____
_____	_____
County Attorney, PBC	Library Director
<i>Anne Wilford</i>	<i>[Signature]</i>
_____	_____

Acknowledge you have read and agree to the Creativebug Subscription Agreement Terms and Conditions  
Acknowledge you have read and agree to the Creativebug's Website Privacy Policy – Enterprise Users

Creativebug, LLC  
2560 Ninth Street  
Unit 314/316  
Berkeley, CA 94710

**Term Information**

Creativebug Enterprise Subscription **October 15, 2023 - October 14, 2024** **\$22,000**  
Initial set up and implementation \$0

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**Total Contract Amount** **\$ 110,000.00**

**Amount due 90 days from** Oct 15, 2023 \$ 22,000.00  
Oct 15, 2024 \$ 22,000.00  
Oct 15, 2025 \$ 22,000.00  
Oct 15, 2026 \$ 22,000.00  
Oct 15, 2027 \$ 22,000.00

**Please send checks to:**

*Jo-Ann Stores, LLC ATTN: Creativebug  
P.O. Box 399  
Hudson, OH 44236-0399*

**Checks should be made out to Jo-Ann Stores, LLC for the amount identified**

## Creativebug Subscription Agreement

### Terms and Conditions – Enterprise Users

This Subscription Agreement (“Agreement”) consists of the Order Form and these Terms and Conditions – Enterprise Subscribers, and is made between Creativebug, LLC, a Delaware limited liability company, 2560 Ninth Street, Suite 314-316, Berkeley, CA 94710 (“Creativebug”), and the Subscriber listed on the Order Form. Creativebug and Subscriber may be referred to collectively as the “Parties” or individually as a “Party.”

Subscriber desires to access the Services, and Creativebug desires to provide Subscriber and its patrons (members) access to the Services, subject to this Agreement. In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Definitions

- a. “Aggregated Data” means any data and information submitted, posted, or otherwise transmitted by or on behalf of Subscriber or an Authorized User through the Services; or any data and information related to Subscriber and an Authorized User’s use of the Services, including any data and information automatically collected by or on behalf of Creativebug.
- b. “Authorized User” means an individual having a valid and active Subscriber library card or membership who is authorized by Subscriber to access and use the Services under the rights granted to Subscriber pursuant to this Agreement.
- c. “Creativebug Content” means all works created by or on behalf of Creativebug for: (a) incorporation in Creativebug’s online classes, including, but not limited to, educational videos, transcripts, materials lists, and lookbooks; and (b) use in connection with the Services.
- d. “Creativebug IP” means the Services, Creativebug Content, Aggregated Data, and any and all intellectual property rights associated therewith.
- e. “Creativebug Trademarks” means the CREATIVEBUG® trademark; creativebug.com; and all other future trademarks applied-for, registered, or licensed by Creativebug in connection with the Services.
- f. “Fees” means the subscription fees in the Order Form.
- g. “Services” means the services provided by Creativebug on its website (www.creativebug.com) for delivering proprietary educational video classes, including all material associated with Creativebug Content.

#### 2. Access and Use

- a. Provision of Access. Subject to Subscriber’s payment of the Fees and compliance with this Agreement, Creativebug hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Services during the Term, solely for (1) use by Authorized Users in accordance with this Agreement, and (2) use by Subscriber during public classes and events (“public performance”). Creativebug will grant access to its website to Authorized Users through personalized log-in credentials, which may be the same, similar to, or associated with an Authorized User’s membership (card) number or other identifying information with Subscriber. Authorized Users are subject to Creativebug’s Terms and Conditions of Use, Privacy Policy, and other provisions applicable to Creativebug’s website, as stated on Creativebug’s website from time to time (collectively, the “Creativebug Terms”).
- b. Use Restrictions. Subscriber shall not use the Services, or encourage any Authorized User to use the Services, for any purpose beyond the scope of the access granted in this Agreement. Subscriber shall not at any time, directly or indirectly: (1) copy, modify, or create derivative works of the Services or Creativebug Content, in whole or in part; (2) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Creativebug Content; (3) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (4) remove any proprietary notices from the Services or Creativebug Content; or (5) use the Services or Creativebug Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- c. Reservation of Rights. Creativebug reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party any intellectual property rights or other right, title, or interest in or to the Creativebug IP.
- d. Suspension. Creativebug may temporarily suspend Subscriber’s and any Authorized User’s access to any portion or all of the Services if:
  - i. Creativebug reasonably determines that (A) either Subscriber or an Authorized User has infringed or misappropriated any Creativebug IP; (B) Subscriber or any Authorized User is using the Services in a manner that violates applicable laws; (C) the events in Section 9(b)(3) occur to Subscriber; (D)

- Creativebug's provision of the Services to Subscriber or any Authorized User is prohibited by applicable law; or (E) Creativebug determines in its sole discretion that suspension is required in order to comply with any federal, state or local law or regulation;
- ii. Any vendor of Creativebug has suspended or terminated Creativebug's access to or use of any third-party services or products required to enable Subscriber to access the Services; or
  - iii. Non-payment of Fees in accordance with Section 4(a)(2).

Each of the conditions described in Section 2(d) is referred to as a "Service Suspension." Creativebug shall use commercially reasonable efforts to provide written or email notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the Services after any Service Suspension. Creativebug shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Creativebug will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any Authorized User may incur as a result of a Service Suspension.

- e. Aggregated Data. Creativebug may monitor its website and the Services and collect and compile Aggregated Data. Subscriber agrees that Creativebug may use Aggregated Data to the extent and in the manner permitted under applicable law.

### **3. Subscriber Responsibilities**

Subscriber shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, such as notifying Authorized Users that they will be subject to Creativebug's Terms.

### **4. Fees and Payment**

- a. Subscriber shall pay Creativebug the Fees in accordance with the Order Form without offset or deduction. If Subscriber fails to make any payment when due, without limiting Creativebug's other rights and remedies: (1) Subscriber shall reimburse Creativebug for all costs incurred by Creativebug in collecting any late payments; and (2) if such failure continues for 10 days or more, Creativebug may terminate this Agreement or suspend Subscriber's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
- b. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Creativebug's income. Subscriber represents that they are a tax exempt organization.

### **5. Intellectual Property Ownership**

Subscriber acknowledges that, as between Subscriber and Creativebug, Creativebug solely owns all right, title, and interest in and to the Creativebug IP.

### **6. Warranty Disclaimer**

THE CREATIVEBUG IP IS PROVIDED "AS IS" AND CREATIVEBUG HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CREATIVEBUG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CREATIVEBUG MAKES NO WARRANTY OF ANY KIND THAT THE CREATIVEBUG IP OR ANY USE THEREOF WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

### **7. Indemnification**

- a. Creativebug Indemnification.
  - i. Creativebug shall indemnify, defend, and hold harmless Subscriber from and against all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Subscriber resulting from any third-party claim, suit, action, or proceeding that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Subscriber promptly notifies Creativebug in writing of the claim, cooperates with Creativebug, and allows Creativebug sole authority to control the defense and settlement of such claim.



- ii. If such a claim is made or appears possible, Subscriber agrees to permit Creativebug, at Creativebug's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Subscriber to continue use. If Creativebug determines that neither alternative is reasonably available, Creativebug may terminate this Agreement in its entirety or with respect to the affected component or part effective immediately on written notice to Subscriber.
  - iii. Creativebug has no indemnification obligation if the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Creativebug or authorized by Creativebug in writing; or (B) modifications to the Services not made by Creativebug.
  - iv. This Section 7 sets forth Subscriber's sole remedies and Creativebug's sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.
- b. **Subscriber Indemnification.** Subscriber shall defend, indemnify and hold Creativebug, its shareholders, directors, officers, employees, affiliates, suppliers, artists, service providers and licensors ("Indemnified Persons") harmless from all Losses incurred by Creativebug in connection with any third-party claim, suit, action, or proceeding arising out of, or related to, Subscriber's: (1) use of the Services; (2) violation of any provision of this Agreement; (3) infringement or misappropriation of any Creativebug IP or third-party intellectual property rights; or (4) unauthorized use of any Aggregated Data collected from any Authorized User. Subscriber may not settle, compromise, or in any other manner dispose of any claim described in this Section 7(b) without the written consent of the Indemnified Persons. Notwithstanding the foregoing, if Subscriber is a library (individual or system) or other governmental agency or unit, then this indemnification obligation shall not apply.

## 8. Limitation of Liability

In no event will Creativebug be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort, strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement services, in each case regardless of whether Creativebug was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable.

In no event will Creativebug's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort, strict liability, and otherwise exceed the total amounts paid to Creativebug under this Agreement during the preceding calendar year prior to the event giving rise to the claim.

## 9. Term, Renewal and Termination

- a. The Term begins on the Effective Date and will continue in effect for the period identified on the Order Form. This Agreement will automatically renew on each anniversary of the Effective Date for identical, successive periods, not to exceed a total of five (5) years. The Minimum Term, if any, is identified on the Order Form.
- b. **Termination.** In addition to any other termination right in this Agreement:
  - i. Creativebug may terminate this Agreement at any time if Subscriber: (A) fails to pay any amount when due and such failure continues more than 10 days after notice to Subscriber; or (B) breaches any of its obligations under Section 2(b);
  - ii. Either Party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other Party; or
  - iii. Either Party may terminate this Agreement at any time if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by court order to take charge of, or sell, any material portion of its property or business.

Cancellation or termination of this Agreement for any reason before expiration of the Minimum Term will result in guaranteed fees owed to Creativebug by Subscriber for the Minimum Term.

- c. **Effect.** Upon expiration or earlier termination of this Agreement, Subscriber shall immediately discontinue use of the Creativebug IP and Subscriber shall delete, destroy, or return all copies of the Creativebug IP and certify in writing to Creativebug that the Creativebug IP has been deleted or destroyed. No expiration or termination will affect Subscriber's obligation to pay all Fees that may have become due before such expiration or

termination, or entitle Subscriber to any refund.

- d. Survival. The provisions of this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including Sections 4, 5, 6, 7, 8 and 9.

#### 10. Miscellaneous

- a. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized 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 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- b. E-VERIFY – EMPLOYMENT ELIGIBILITY: Creativebug warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the EVerify System (E-Verify.gov), and beginning January 1, 2021, uses the EVerify System to electronically verify the employment eligibility of all newly hired workers located within the state of Florida; and (2) has verified that all of its subconsultants located within the state of Florida performing the duties and obligations of this contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers located within the state of Florida. Creativebug shall obtain from each of its subconsultants located within the state of Florida, if any, an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Creativebug shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this contract which requires a longer retention period. County shall terminate this contract if it has a good faith belief that vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify vendor to terminate its contract with the subconsultant and vendor shall immediately terminate its contract with the subconsultant. If County terminates this contract pursuant to the above, vendor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this contract was terminated.
- c. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
- d. Notices. All notices and other communications (each, a "Notice") must be in writing and addressed to the Parties at the addresses on the Order Form (or to such other address that may be designated in accordance with this Section). A Notice is effective when: (a) received by the receiving Party; or (b) seven days after being sent by certified US mail, return receipt requested; or by private courier service (e.g. UPS, FedEx) to the Party's address on the Order Form. Notices to Creativebug must be copied to: Creativebug, c/o JOANN, 5555 Darrow Road, Hudson, OH 44236, Attn: General Counsel.
- e. Unavoidable Delay. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to, acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, interruptions or disruptions in utility service or in other networks or connections necessary for the provision or hosting of websites or the Services on the internet / world wide web, or passage of law or any action taken by a governmental or public authority, including an embargo. Creativebug has no responsibility or liability for public utility connections, transmission networks, communications towers, cable or fiber networks, and other equipment or services of third parties that may be necessary for the availability of the internet / world wide web.
- f. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will be a waiver thereof. All waivers must be in writing. No single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- g. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or

invalidate or render unenforceable such term or provision in any other jurisdiction.

- h. Governing Law. For Subscribers located in the United States, this Agreement is governed by and construed in accordance with the internal laws of the state in which the Subscriber is located, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction. If Subscriber is located outside the United States, then the laws of Ohio and the United States shall govern.
- i. Assignment. Subscriber may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Creativebug. Any purported assignment or delegation in violation of this Section will be null and void. No assignment will relieve the assigning Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- j. Equitable Relief. Subscriber acknowledges and agrees that a breach or threatened breach by Subscriber of any obligation under Section 2(b), or if Creativebug identifies actions by Subscriber in Section 2(d)(1), then it would cause Creativebug irreparable harm for which monetary damages would not be an adequate remedy; therefore, Creativebug is entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- k. Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

## **ARTICLE - INSURANCE REQUIREMENTS**

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, at least the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by the CONTRACTOR, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONTRACTOR under the Contract. The CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. **Commercial General Liability**: The CONTRACTOR shall maintain Commercial General Liability - Product Liability insurance at a limit of liability not less than \$300,000,00 combined single limit for property damage and bodily injury each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents**" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Waiver of Subrogation**: Except where prohibited by law, the CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.
- C. **Certificate(s) of Insurance**: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract, the CONTRACTOR shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners,

And may be addressed:

c/o Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

- D. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract.

# Creativebug's Website Privacy Policy - Enterprise Users

Creativebug, LLC

Privacy Policy - Enterprise Users

## Introduction

Welcome to the [www.creativebug.com](http://www.creativebug.com) network of websites and applications. This Privacy Policy -Enterprise Users, is intended to inform you of our policies and practices regarding our use and disclosure of the information that you submit to us, and the information that we collect from you through our web site and our applications, including mobile applications.

This Privacy Policy -Enterprise Users, applies to members and patrons of any organization that has contracted with Creativebug to provide the services to its patrons and members at no cost to its patrons and members. If you are an individual subscriber to Creativebug who has paid for your own subscription, or if you are an individual who has received a gift subscription, then this policy does not apply to you. A separate privacy policy applies to individual subscribers.

Whenever we use the words "we" or "us" or "Creativebug," we are referring to Creativebug, LLC (doing business as Creativebug™), and to our affiliates and parent companies, including Jo-Ann Stores, LLC.

Whenever we use the words "our web site," we are referring to our applications and to

<http://www.creativebug.com>.

This Privacy Policy is divided into the following sections:

1. Definitions
2. Consent
3. How We Collect Personal Information
4. How We Use Personal Information
5. Our Disclosure of Your Personal Information
6. Advertising
7. Social Network Widgets
8. Testimonials and Affiliate Program
9. How You Can Stop Receiving Communications
10. Information From Children Under 13
11. Links to Other Web Sites
12. Security
13. Your California Privacy Rights
14. Questions about this Privacy Policy
15. How to Access or Correct Personal Information or Opt Out of Marketing and Advertising
16. Revisions to the Privacy Policy

## 1. Definitions

"De-identified information" means information that is no longer associated with you, or linked to your Personal Information (as defined below). De-identified information does not reference the identities of individual persons.

"Cookies" are small pieces of information that a web site, including our web site, sends to your computer or to your mobile device while you are viewing a web site. Cookies are alphanumeric identifiers that are placed onto your computer's hard drive. Cookies identify your computer so that we can recognize you the next time you visit us. Cookies help us remember your preferences and collect technical information about your use of the Services. We use both session Cookies (which expire after you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personalized and interactive experience on our web site. Persistent Cookies can be removed by following your Internet browser help file directions. If you choose to disable Cookies, some areas of our web site may not work properly.

An "Internet protocol address" or "IP Address" is a number that is automatically assigned to your computer when you use the Internet. In some cases, your IP Address stays the same from browser session to browser session, but if you use a consumer internet service provider, your IP Address probably varies from session to session. We track

IP Addresses in conjunction with session Cookies to analyze our web page traffic flow and also to identify the location of the computer.

"Personal Information" is information about you that is linked to you as an individual, such as your name, postal address, email address, phone number, credit card number and expiration date, account username and log-in password to our web site. Personal information does not include technical information such as unique device identifiers, randomly assigned unique identifiers in cookies, mobile device name, or IP addresses.

"Services" means the various services available on our web site.

## **2. Consent**

Our web site is maintained in the state of California in the United States, and by submitting your Personal Information to us, either through our web site, or by other means, you are agreeing to the collection and storage in the United States of your Personal Information.

When you submit Personal Information to us, it means that you have agreed to this Privacy Policy, and that you expressly consent to the use of your Personal Information according to this Privacy Policy.

Please note that your Personal Information may be used by Creativebug in the country where it was collected, as well as in the United States, where laws regarding the use of Personal Information may be less strict than the laws in your country.

## **3. How We Collect Personal Information**

We (or our partners, on our behalf) collect and keep Personal Information that you submit to us voluntarily to our web site in the following ways:

- When you register and set up an account on our web site, we collect your name (or first initial and last initial), password, and email address.
- We maintain a record of the classes you have watched.
- If you voluntarily post materials on our web site with your Personal Information, we may post that Personal Information, and we may link your postings with other personal information (e.g., your account with us) for the purposes described in this Privacy Policy.
- When you contact us by email, we collect your name, email address, and any other information contained in the email that you send us.
- When you call, email or chat with our customer service, we may collect all or some of the following: name, email address, telephone number(s), and other information that you provide during the interaction.

On our web site, we (or our partners, on our behalf) also collect other information from you automatically, through the use of technology, without you taking steps to submit that information, in the following ways:

- As you navigate our web site, we collect information including your IP address, location of device, browser type, domain names, access times, operating system, other device identification information, and navigational and clickstream data that shows what pages are visited and how long various features are used.
- We also use Cookies (described in Section 1, "Definitions"), pixels, and navigational data like uniform resource locators (URL) to collect information regarding the date and time of your visit, the classes that you searched and viewed, and the other resources on our web site that you used or visited.
- When you access our web site from mobile devices (such as smart phones or tablets), we collect information including access times, the operating system, the classes for which you searched and viewed, and the other resources on our web site that you used or visited.

## **4. How We Use Personal Information**

We may use the information described in this Privacy Policy for any or all of the following purposes:

- to establish user accounts;
- to administer and run our web site;

- to help identify you if you lose your password and to help you find information on our web site;
- to comply with legal requirements.

Personal Information that we collect from a particular browser or device, including a mobile device, may be used with another computer or device that we have linked to the original browser or device, including a mobile device, on which such Personal Information was collected.

We may use De-identified Information to analyze request patterns and usage patterns across our web site.

#### **5. Our Disclosure of Your Personal Information**

We share your usage history (on an aggregate, non-individual basis) with the enterprise (i.e., library system) under whose master account the Services were used.

Regardless of any choices you make regarding your Personal Information, we may disclose your Personal Information if we believe in good faith that disclosure is necessary to (a) comply with laws or to respond to subpoenas or other judicial orders served on us;(b) to protect and defend the rights or property of Creativebug, our affiliates or third parties;(c) to enforce the Terms and Conditions of Use of our web site and this Privacy Policy; (d) to prevent imminent harm; or(e) if we find that your actions on our web site violate any laws, or any of our usage guidelines.

We may disclose Personal Information to any company that buys our business or assets. The purchaser will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy.We may transfer your Personal Information to a successor company in the case of a merger, acquisition, bankruptcy, or other sale of all or a portion of our assets or stock.

#### **6. Advertising**

If you receive advertisements, email, direct mail, or other promotional communications from us, you will have the opportunity to "opt-out" by following the "unsubscribe" instructions in the email you receive, or by contacting us directly. If you have submitted your email address to "unsubscribe," please note that you may continue to receive emails for a time while our system updates your request. You also may use the "Contact Us" page on our website.

#### **7. Information from Children Under 13**

We do not intentionally gather Personal Information about visitors to our web site who are under the age of 13. If you learn that your child under age 13 has provided our web site with his/her Personal Information, please contact us and we will attempt to disable that information.

#### **8. Security**

Our web site has implemented electronic means of protecting your Personal Information. Even though we have taken steps to ensure that your Personal Information is not accessed, used, or disclosed by unauthorized persons, you should know that we cannot fully eliminate all security risks.

You are responsible for maintaining the confidentiality of your password. Do not share it with others. Creativebug will not ask you for your password. If you need a new user name or password, we may require you to follow certain security procedures (such as providing us with certain Personal Information or correctly answering security questions). If satisfied with your answers, we will generate a new user name and password and send it to your email. You may never use another person's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account. You agree to notify Creativebug immediately of any suspected or known unauthorized use of your account. Creativebug will not be liable for losses caused by any unauthorized use of your account.

#### **9. Your California Privacy Rights**

Under Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with

respect to the types of personal information the business shares with third parties for those third parties' direct marketing purposes, and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. To exercise your rights, you may make one request each year by emailing us at [legal@joann.com](mailto:legal@joann.com) with "Request for California Privacy Information" on the subject line and in the body of your message. Be sure to provide in the request sufficient information to properly identify yourself.

#### **10. Questions About this Privacy Policy**

If you have questions regarding this Privacy Policy, please contact us at:

Creativebug, LLC c/o Jo-Ann  
Stores, LLC  
Attn: Senior Legal Counsel  
5555 Darrow Road  
Hudson, OH 44236

Email to: [legal@joann.com](mailto:legal@joann.com)

#### **11. How to Access or Correct Personal Information**

If you would like to modify your personal information, please log onto your account by clicking the "Login" link on the website. Registered users may modify their privacy settings, and may correct, modify and update their personal information at any time by logging into their account and making their desired changes. Registered users may also "un-register" or ask that your information be deleted, in which case we will remove you from our list of registered users, but we reserve the right to retain Personal Information until we determine there is no potential need for it. We may also retain Personal Information to resolve disputes, troubleshoot problems and enforce our Terms and Conditions of Use. In addition, it may not be technologically possible or feasible to remove each record of the information you have provided to us. A copy of your Personal Information may exist in a non-erasable format that will be difficult or impossible for us to locate. Information may also persist in backup copies.

Except in limited circumstances governed by law, you may obtain access to and have your Personal Information in our records corrected. In addition, upon request, you may have your Personal Information opted-out of future marketing and advertising efforts by us. A request for access, correction or opt-out must be made in writing to the address provided in Section 10.

[Back to top](#)

#### **12. Privacy Policy Updates**

This Privacy Policy is subject to revision and changes at any time in our sole discretion. If you object to any changes, you must stop visiting our web site. Your continued use of our web site, will indicate your acknowledgment of the changes and agreement to be bound by the provisions of this Privacy Policy, as revised.

This Privacy Policy – Enterprise Users, was issued in October 2019.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Jo-Ann Stores, LLC</b>		
	2 Business name/disregarded entity name, if different from above <b>Creativebug, LLC (Disregarded Entity with EIN of 47-1053208)</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	<input type="checkbox"/> Other (see instructions) ▶		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		Exempt payee code (if any) <b>S</b>
		Exemption from FATCA reporting code (if any) _____	
5 Address (number, street, and apt. or suite no.) See instructions. <b>5555 Darrow Road</b>		Requester's name and address (optional)	
6 City, state, and ZIP code <b>Hudson OH 44236</b>			
7 List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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3	4	-	0	7	2	0	6	2	9				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Edward A. Weinstein</i>	Date ▶ <b>1/20/23</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/09/2023

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 1600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA		<b>CONTACT NAME:</b> PHONE (A/C. No.): (866) 283-7122 FAX (A/C. No.): (800) 363-6105 E-MAIL ADDRESS:	
<b>INSURED</b> Jo-Ann Stores, LLC. 5555 Darrow Road Hudson OH 44236 USA		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: American Guarantee & Liability Ins Co	NAIC # 26247
		INSURER B: LX Insurance Corporation	33600
		INSURER C: Liberty Mutual Fire Ins Co	23035
		INSURER D: The Continental Insurance Company	35289
		INSURER E:	
		INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 57009933629      **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.

INSR	TYPE OF INSURANCE	ADDITIONAL	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	Limits shown as requested
TYPE		INSURED	WAIVED		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			EB5641004362133 SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$8,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Retention \$250,000
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HERED AUTOS ONLY			AS2-641-004362-123	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			5094951297	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICERS/OWNER (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X/A	WA5640004362163 AOS WC5641004362153 WZ	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

57009933629

Certificate No :

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners PO Box 4036 West Palm Beach FL 33402-4036 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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