



CITY OF DAHLONEGA

Council Work Session Agenda

June 20, 2022, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - To be an open, honest, and responsive city, balancing preservation, and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega's resources.

OPEN MEETING

BOARDS & COMMITTEES:

1. Cemetery Committee—May 2022
Chris Worick, Committee Chairman
2. Downtown Dahlonega Report – May 2022
Ariel Alexander, Interim Main Street Manager
3. Downtown Dahlonega (Downtown Development Authority) Chair Update
Amy Thrailkill, Chair

TOURISM: Sam McDuffie, Tourism Director

4. Successes of the Year Presentation
Sam McDuffie, Director of Tourism

DEPARTMENT REPORTS:

5. Dahlonega Police Department – May 2022
George Albert, Chief of Police
6. Finance and Administration Department – May 2022
Allison Martin, Finance Director
7. Water & Wastewater Treatment Department Report May 2022
John Jarrard, Water/Wastewater Treatment Director
8. Community Development – May 2022
Jameson Kinley, Planning and Zoning Administrator
9. Public Works—May 2022
Mark Buchanan, PW Director/City Engineer

ITEMS FOR DISCUSSION:

10. Letter of Support Lumpkin County Water & Sewerage Authority
JoAnne Taylor, Mayor
11. Resolution 2022-12 - Authorize Changes to Georgia Fund 1 Authorized Users
Allison Martin, Finance Director
12. Resolution 2022-11 - Authorization to Use Purchase Card Program
Allison Martin, Finance Director

[13.](#) Cemetery Visitation Permit - Dahlonga Walking Tours

Jameson Kinley - Planning and Zoning Administrator

[14.](#) Housing Study Proposal

Mayor JoAnne Taylor

[15.](#) Fleet Replacement by Enterprise

Mark Buchanan, Public Works Director

Allison Martin, Finance Director

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT



Department Report

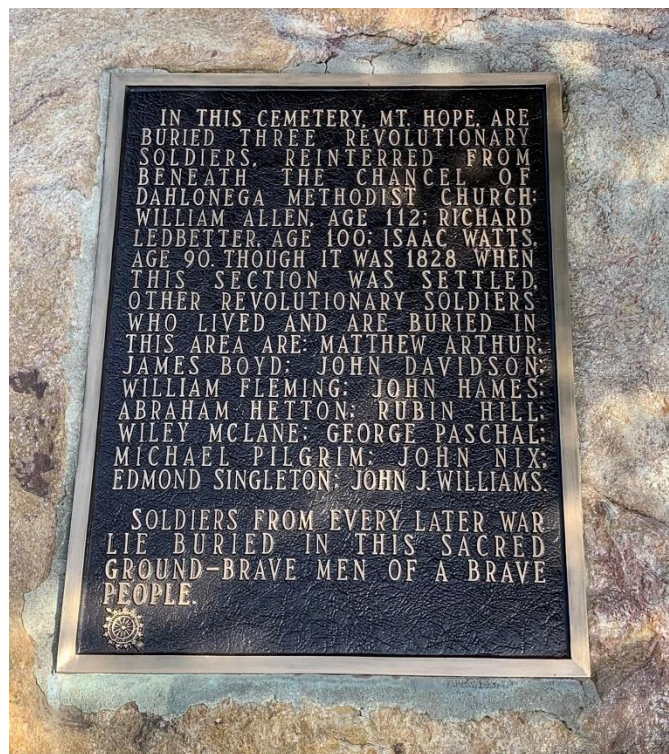
Report Title: Cemetery Committee—May 2022
Report Highlight: Mount Hope Spring Cleanup
Name and Title: Chris Worick, Committee Chairman

Recently Completed:

- Appointments of Quatanda Armstrong and Patricia Turner to Cemetery Committee.
- Our 4th annual Spring Cleanup Day in Mt. Hope was successful. Nine members of the public attended. The focus was on removal of leaf and ground litter as well as removing selective invasive growth around the base of trees.



- Marker restoration. Ammon Grave Restoration Services, a family-owned business from Cleveland, Ga., was employed to restore the DAR plaque near the entrance of Mt. Hope. Cost of the project was \$350.00.



Underway:

- Students from the Appalachian Studies program are in the process of straightening and resetting fallen grave markers in the historic section of Mt. Hope.

Upcoming:

- The Cemetery Committee is reviewing ideas for fundraising to generate funds for long term projects.



Department Report

Report Title: Downtown Dahlonega Report – May 2022
Report Highlight: Six Month Review of the Work Plan
Name and Title: Ariel Alexander, Interim Main Street Manager

Recently Completed:

- The First Annual Mother's Day Crawl went very well. We had 50 total completed passports & around 200 total participants. The winners came to collect their gift baskets.
- The website has been updated to reflect the upcoming Main Street Movies and our new Main Street Logo.
- Farmers market has been going great, 17 vendors have registered so far, most of whom have paid for the full season.

Underway:

- Relationship with University of North Georgia
 - Possible collaboration on historic lecture series to educate community on UNG resources as well as Downtown Dahlonega incentives and opportunities.
 - Possible connection to the Georgia Humanities Council for grant funding for digital history walking tours
 - Discussion of historic information collection event at the Head House: invite community to share local stories and students record information for posterity. Also, an opportunity to educate.
 - Next meeting with the Student Involvement group scheduled for June to further discuss possible partnerships.
- Working with Dahlonega Police Department on Halloween Management
- Collaboration with Development Authority of Lumpkin County, UNG, Chamber of Commerce, and Lumpkin County School System on public relations/social media.
- Grand Opening of the Head House initial planning
- Program Proposal: Moultrie's EDGE Program:
- Sip & Shop program is still underway, more to come on the program next month.
- Ashley has begun training on social media, we are working to get a schedule to make sure we are posting every day on Facebook and on Instagram.

Near Term:

- 4th of July planning is completely underway.
 - 2 concerts booked in Hancock Park.
 - DJ booked for drill field before fireworks.
 - 1 food truck has agreed to come – working on 1 more & a shaved ice truck.
 - Firecracker 5k has put their application in.
 - Parade will begin at 11:00 a.m. on Monday July 4th.
 - Porta Johns at Drill Field for fireworks are ordered.

Downtown Dahlongega 2022 Strategic Work Plan Mid-Year Update

Goal 1: Repair and preserve downtown buildings

Task	Progress	Board & Staff Member Assigned
Perform a “walkabout” with the Main Street/DDA Downtown Dahlongega Board, Council, and HPC to identify properties in need of rehab or repair.	Invitations for the walkabout will be sent out at the end of June. The walkabout will be scheduled for mid-July.	Amy Thraikill Ariel Alexander
Seek a bank of preservation experts to review historical photos for rehab/repair advice.		Joel Cordle Mary Csukas
Educate property owners on the available façade, fire prevention, and history plaque grants.	Applications have been updated on the DDA website to reflect the incentive increase. Downtown business packets were distributed with all application information.	Tony Owens Skyler Alexander
Prepare a database of local contractors who have successfully performed restoration work on downtown buildings in the last 10 years and make it available to property owners who need contractors for repairs	The Community Development Department under Jameson Kinley and Miki Mullis is researching past COAs given to local contractors with the qualifications outlined on our task list for past restoration work in Downtown Dahlongega. Will need approval from the City Manager and assistance from IT department to show on website; The first step in this process is a 6-month timeline with monthly updates from Miki Mullis.	Joel Cordle Mary Csukas
Purchase additional benches for targeted areas (E. Main, N. Grove, Head House)	This project is underway with the Public Works Department. The benches and garbage cans are purchased but the expected arrival is late Oct 2022. Mark Buchanan and Troy Armstrong identified the best areas. Mark will give us a quarterly update on completed areas This project will coincide with the green space appeal project. This is a 2-year project.	Tony Owens Mary Csukas
Add more shade trees, plants, and small pockets of green space to increase the visual appeal of East Main, South Chestatee, and North Grove.	Public Works and our Tree Committee identified East Main, West Main, and North Grove for benches, garbage cans, and some green space to the extent that GDOT and Local owners agree; most of these properties are not under our control but Mark Buchanan and his department are agreeable to working to complete this project and give quarterly updates on the green space areas found and completed alongside the installation of the new benches and garbage cans. This is a 2-year project.	Ryan Puckett Mary Csukas
Partner with city public works to freshly paint crosswalks, add “painted sidewalk stripes” where needed, add crosswalk lighting, and replace damaged crosswalk signage - all to improve pedestrian safety.	Sidewalk repair and striping are ongoing with Public Works which identifies specific sidewalk project areas as capital projects under the five-year capital projects budget; Mark and his department are responsible for our sidewalks and understand pedestrian safety and will report quarterly on the progress in this area.	Joel Cordle Mary Csukas

Goal 2: Preservation Education

Task	Progress	Board Member Assigned
Implement a public art initiative that highlights Dahlonaga history. This will include downtown selfie spots.		Tony Owens Skyler Alexander
Develop and distribute 6 or more preservation stories and develop and install new “Dahlonaga Stories” plaques, including one at the Head House.	Met with UNG Historian to retrieve information on Dr. Homer Head & Ms. Nina for Head House Plaque. Created list of buildings that currently do not have plaques and plan to reach out to building owners for interest in the program.	Ryan Puckett Ariel Alexander
Visit and partner with the Historical Society to find historical pictures of downtown for a “Throwback Thursday” Social Media campaign.	All photos have been shared from the historical society and Throwback Thursday posts are shared weekly. Event Coordinator is helping with writing mini articles on each of the historic locations downtown to share as well.	Joel Cordle Skyler Alexander
Collaborate with University of North Georgia to digitize and share historic copies of the local newspaper – focusing first on downtown buildings and businesses	Met with UNG Historian on 5/24. Got access to Archive Space Public Interface, as well as assistance from UNG’s historian for access to archived photos/newspaper clippings.	Wendi Huguley Ariel Alexander
Create education program for local school system bring local children and their families downtown and become involved – focus on Historic Preservation Month (May) and downtown buildings and/or art for selfie spots.	Reaching out to other Main Street Programs in the state for comparable programs. Researching age-appropriate walking tours/field trips to propose to elementary/middle/high schoolers.	Amy Thrailkill Ariel Alexander
Revive and update the walking tour promotional materials for “Dahlonaga Stories” and the Historic District.	Retrieved old walking tour information from Historical Society and UNG. Working on template, and researching possible grant opportunities for digital walking tours.	Wendi Huguley Ariel Alexander

Goal 3: Retain, expand, and recruit businesses for the downtown district (retail, entertainment)

Task	Progress	Board Member Assigned
Develop or sell 147 North Park Street property.	The next step in this process requires action by the City Manager. The City Council tasks the City Manager with informing the Downtown Dahlonega Board with information outlined by City Council at their Retreat at Camp Glisson this past Spring on some direction on developing the property on 147 N Park Street.	Amy Thrailkill Mary Csukas
Proactively work with business owners on community programs while also including the Chamber of Commerce.	Implemented “Main Street Movies” and researching “sip & shop” proposals. Staff attends DDBA & Tourism meetings monthly, as well as all other event committee meetings.	Tony Owens Skyler Alexander
Assist downtown businesses with marketing and promotion efforts, including special focus on local resident and UNG consumers	Meeting with UNG to develop marketing strategies/opportunities. Also working with UNG Student Involvement to promote downtown to students/faculty. Planning UNG Block Party to promote Square.	Wendi Huguley Skyler Alexander
Use data from Community Survey, Ga. Power ESRI retail leakage report, identify types of businesses needed, & provide data to current and prospective business owners (expanding, recruiting).	Working with Rope Roberts (Community Development Manager at Georgia Power) to process this information.	A.C. Moore Ariel Alexander
Recruit a boutique grocery/beverage market w/tasting room, café) (ask existing area markets about expansion to downtown).		Amy Thrailkill Mary Csukas
Get essential info on each vacant property from owners and use it to populate an up-to-date property inventory.	This list has been created. Information is reflected in the agenda packet and is posted to the DDA website for public access.	Donna Logan Ariel Alexander
Maintain a “waiting list” of prospective businesses to hook up with owners.	Working to share contact information for point of contact for prospective businesses.	Donna Logan Skyler Alexander
Contract with a parking management consultant to create a visitor-based parking education program including stronger signage & marking.	Have not worked with a parking management consultant yet but a system of A-frame parking signs is put out Thursday-Sunday every week.	A.C. Moore Ariel Alexander
Research and develop a parking shuttle for ease of access to downtown, use of university parking deck, and city lots.	Parking issues are prevalent in many cities throughout Georgia, and Dahlonega is not alone in this saga. This process will need involvement by many aspects of government in Dahlonega, including the city, County, and UNG.	Joel Cordle Mary Csukas



DISCOVER

DAHLONEGA

DLCCVB – Successes of the Year

June 20, 2021: Dahlonega City Council Work Session

2021 DLCVB Board of Directors

Executive Committee

- **Blaine Griffith**, Chair
 - R-Ranch in the Mountains
- **Wendi Huguley**, Treasurer
 - University of North Georgia
- **Jane O’Gorman**, Secretary
 - Community Volunteer, Retired

Board Members

- **Matt Harper** - North Georgia BBQ
- **Micah Mihok** - Paul Thomas Chocolates
- **Debra Stipe*** - Stay Dahlonega
- Ben LaChance - Appalachian Outfitters
- Stephen Smith - Wolf Mountain Vineyards
- Kate Copeland* - DSH Transportation
- Tyler Barnes – Accent Cellars
- Jarrell Jones* – CPA & Lawyer

Dahlonega-Lumpkin County CVB

- Funded through Hotel Motel Tax Collected by Dahlonega and Lumpkin County
 - Use Tourism, Convention, and Tradeshow funds to market and promote the Tourism Industry of Lumpkin County and the City of Dahlonega.
 - Commercials, Print Advertising, Digital Marketing, Radio & TV Partnerships, and Regional Co-Op partnerships.
- Operate the Visitor Center located in the Downtown Square
 - 13 South Park Street
 - Building is jointly owned by the City of Dahlonega and Lumpkin County
 - In lieu of rent, we are to required to annually spend between \$6,000 and \$12,000 in repairs and maintenance. There has been discussion of rent being charged by the City of Dahlonega.
 - We handle all bathroom cleanings and maintenance.
 - The Tourism Board will be paying \$80,000 towards bathroom renovations.
- Staff
 - Sam McDuffie, Director of Tourism
 - Laura Lathem, Visitor Center Manager
 - C.C. Felty, Communications Coordinator
 - 4 Part-time Information Specialist

Discover Dahlonega Objectives:

- Promote the Tourism Industry of Dahlonega and Lumpkin County
- Create and implement a Marketing Strategic Plan
- Oversee Revenue and Expenditures of Local Hotel Motel Tax collected



2021 GOALS & ACHIEVEMENTS

Goals

- Use Digital Marketing Campaigns for Brand Recognition.
- Regional Marketing Campaigns to drive visitors from the Southeastern United States.
- Successful launch of dahlonega.org
- Create content for online presence.
 - Commercials & Social Media
 - Newsletters

Achievements

- 44% increase in leads and clicks
- Expanded our regional marketing efforts and discovered future areas of interest
- 1.5 millions pageviews/ 518,000 website sessions.
- 16% increase on social media platform followers
- 6% increase on newsletters subscribers

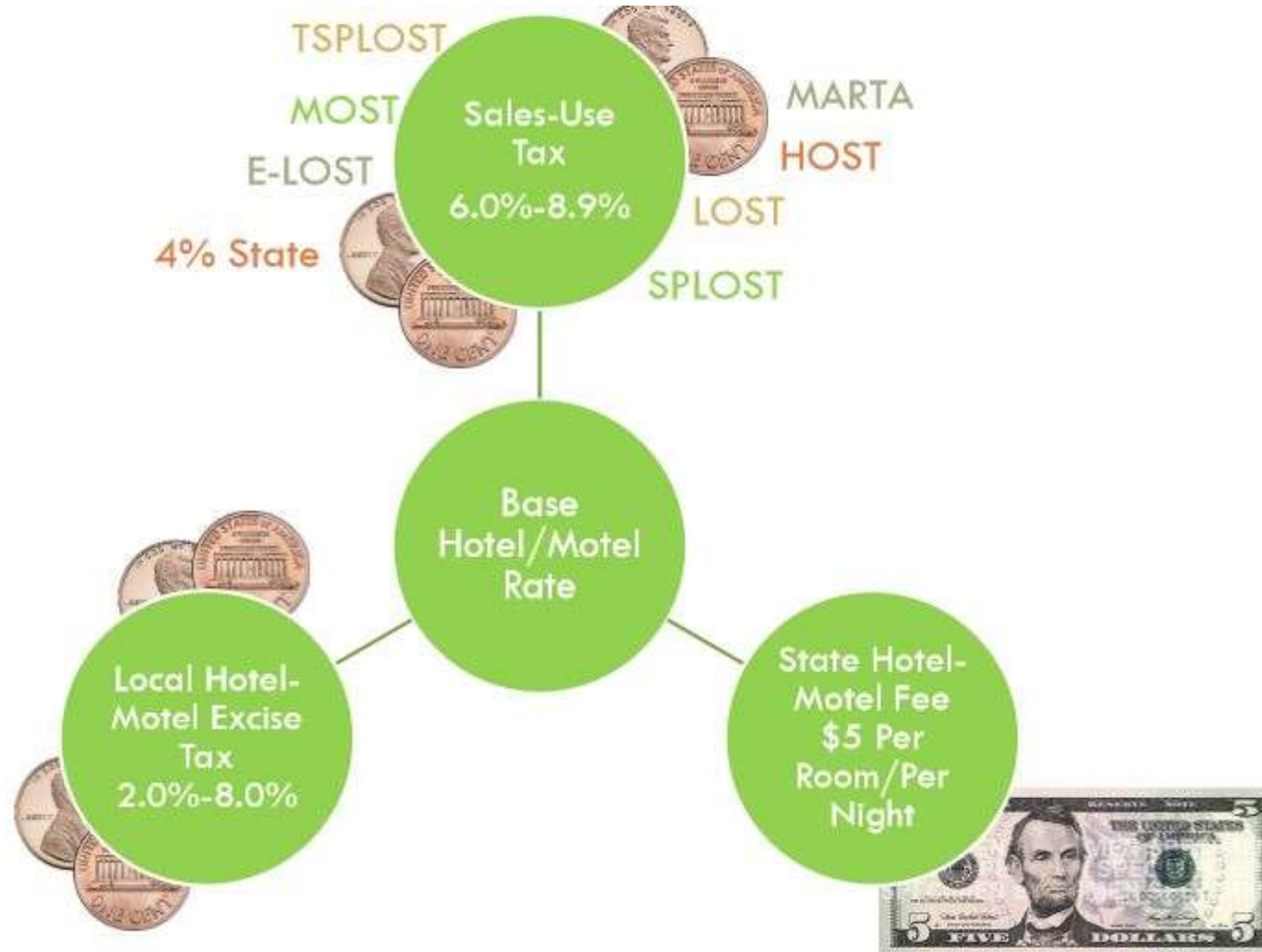


DISCOVER

DAHLONEGA

Lodging Tax Brief

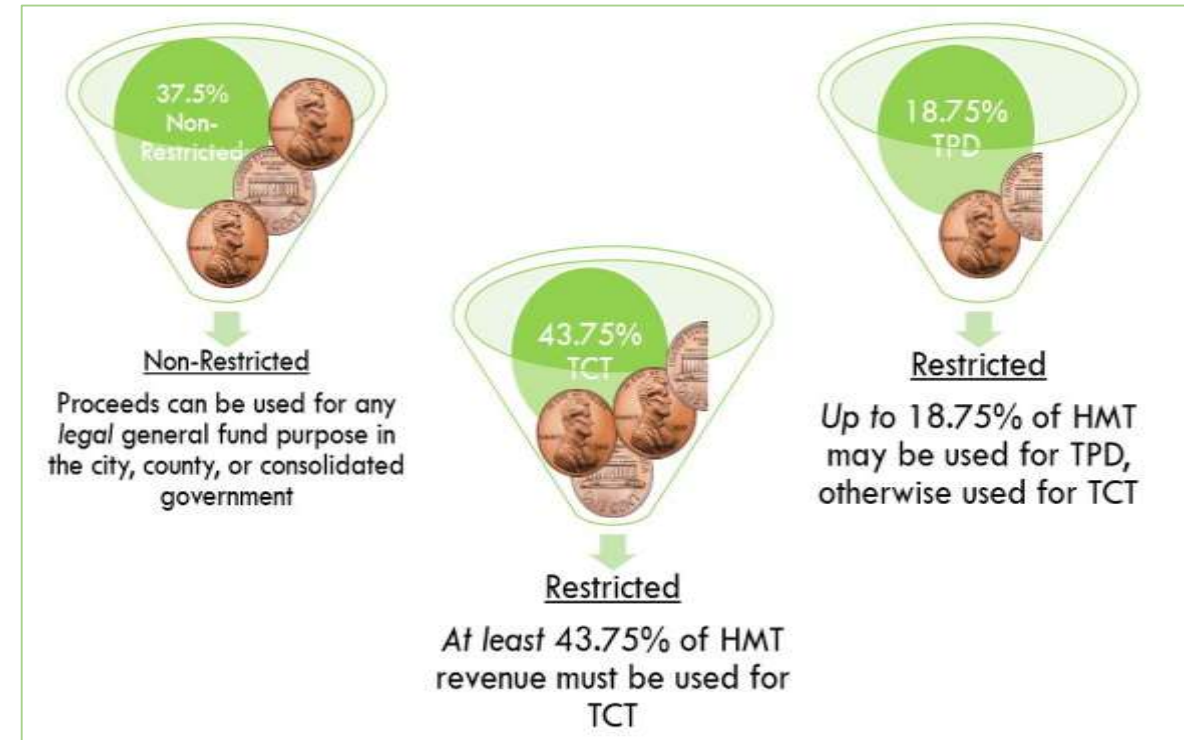
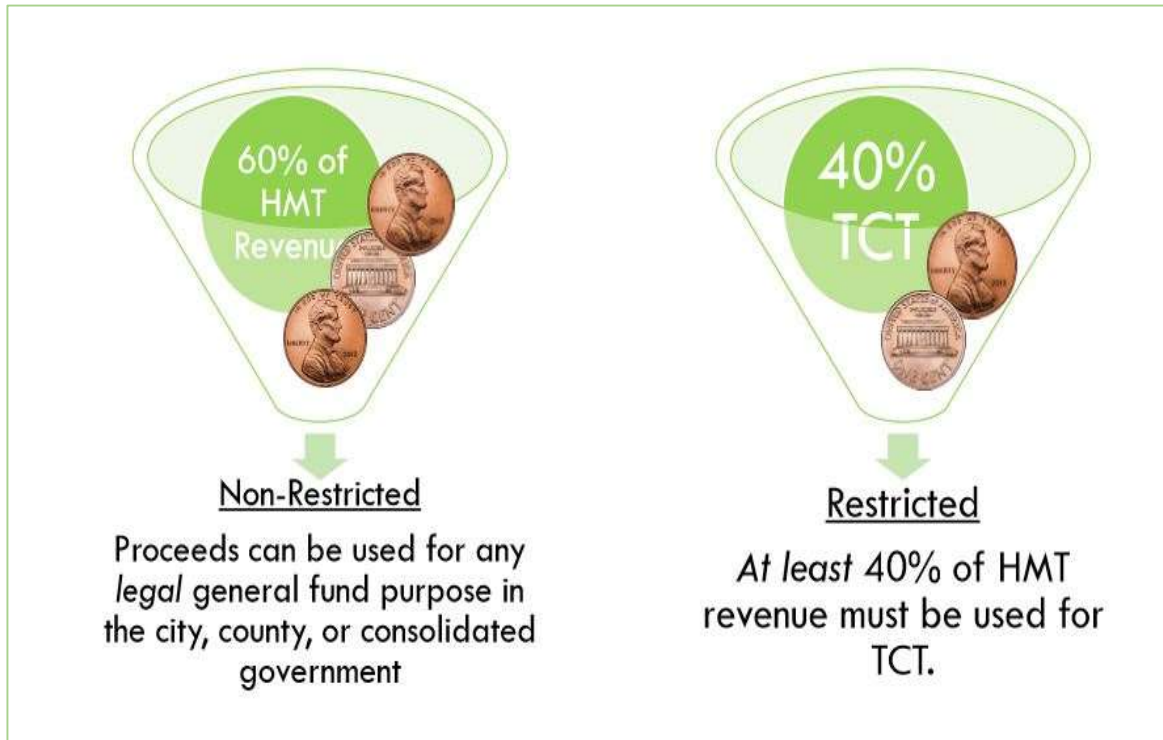
What is Hotel Motel Excise Tax? (HMT)



What % is collected in our community?

○ Lumpkin County – 5%

○ City of Dahlonega – 8%



TCT Restricted Funds vs TPD Restricted Funds

TCT – Tourism, Conventions, & Trade Shows

- How can we spend TCT Restricted Funds?
 - Community – wide tourism advertising
 - Social media and internet marketing campaigns
 - Radio and Television Commercials
 - Soliciting convention or trade show contracts
 - Supporting/operating a convention facility

TPD – Tourism Product Development

- What can TPD Restricted Funds be used for?
 - Creation or expansion of physical attractions opened to the public and will improve destination appeal to visitors.
 - Fishing Preserves
 - Parks and Trails
 - Meeting/Convention Facility
 - Performing Arts Facilities
 - RV/Trailer/Camper Sites
 - Sports Stadiums/Arenas

City of Dahlonega HMT Generated

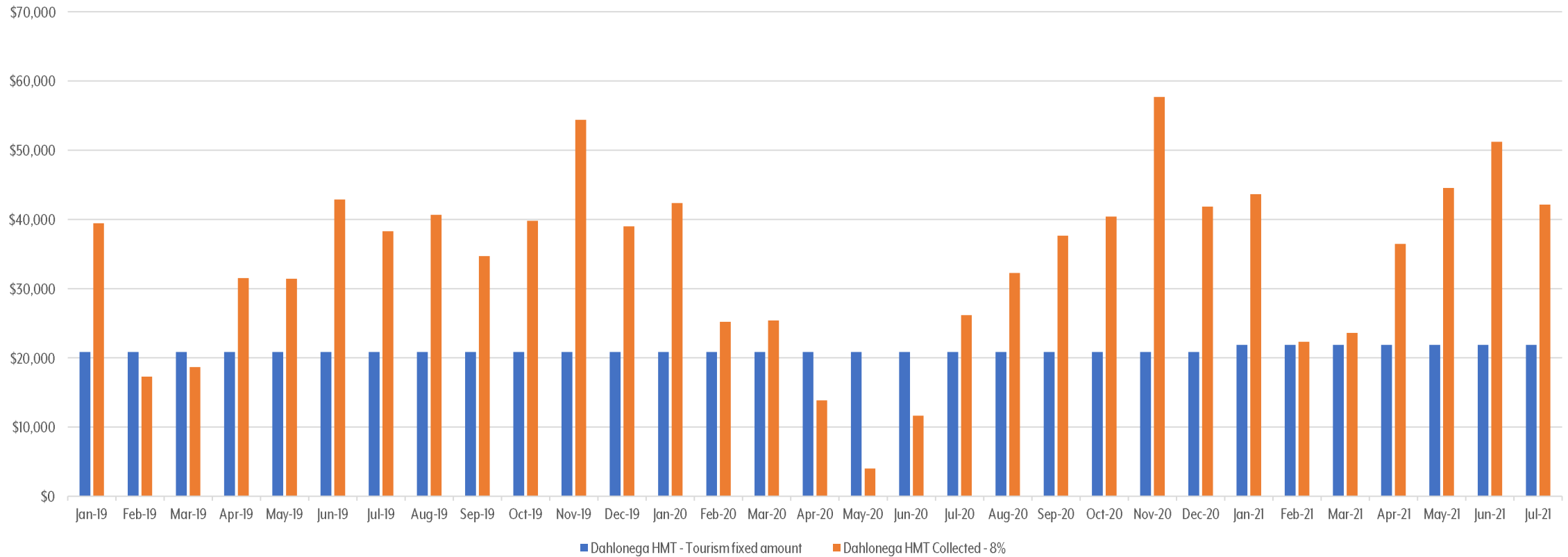
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY22 is 51.84% more than FY21 and is 72.52% higher than pre-pandemic collections. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.

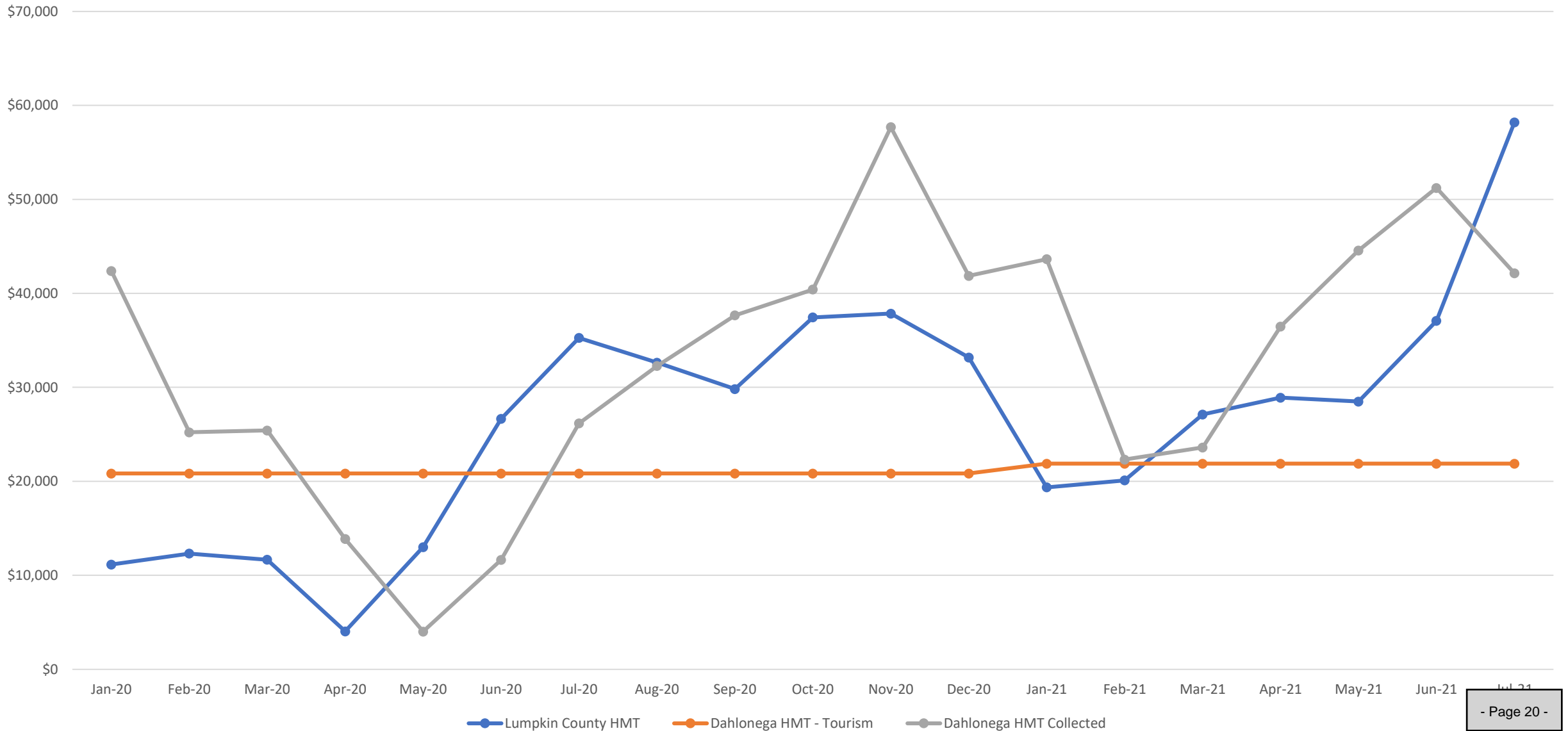


City of Dahlonega HMT Generated

City of Dahlonega HMT FY19 to FY21 (July 2021)



Tourism Hotel Motel Tax Revenue



North Georgia Mountains HMT Leaders?

- Blue Ridge, GA (Fannin County Chamber & CVB)
 - Three Cities: Blue Ridge, Copper Basin, and McCaysville
- Helen, GA (Alpine Helen/White County Convention & Visitors Bureau)
- Dahlonega, GA (Dahlonega-Lumpkin County CVB)
- Ellijay, GA (Gilmer County Chamber and Pick Ellijay)
- Rabun County (Explore Rabun)



DISCOVER

DAHLONEGA

Successes of Tourism

Accolades! Awards! Lists!

10 Best Small Towns to
Visit this Christmas
-Travel Channel 2020

One of the South's Best
Mountain Town of 2020
- Southern Living

South's Best Mountain
Town of 2022
-Southern Living

10 Best Christmas Towns in
America
-2021 Fox News

Top 10 Vacation Spots in
the Georgia Mountains
- Trips to Discover 2020

25 Best Small-Town Main
Streets in America.
-Country Living 2021

2022 Prettiest Small Town
in Georgia
-Southern Living

Ranked in the Top Ten Best
Wine Regions in the USA
-USA Today 2021

8 Fall Couple Getaways
one hour from Atlanta
- WSB TV 2019

9 Towns you need to Visit if
you Love Christmas.
- Better Homes & Gardens
2019

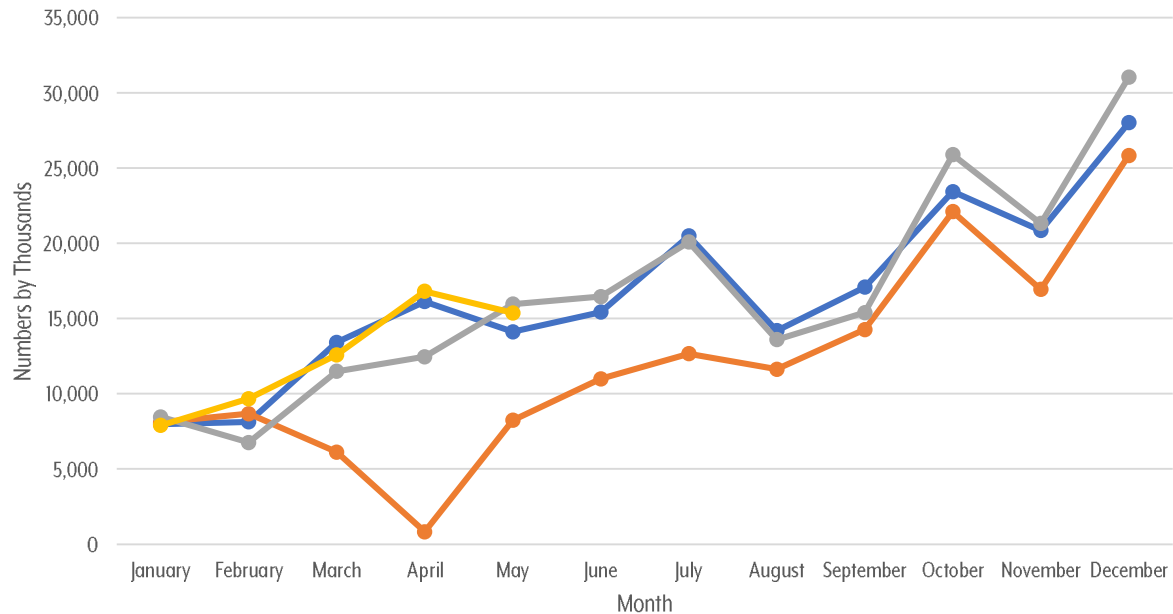
Ranked in the 2022 Top
Ten Best Small Towns for
Shopping
-USA Today

Wolf Mountain Winery
Readers Choice for "Best
Georgia Winery."
- Best of Atlanta 2021

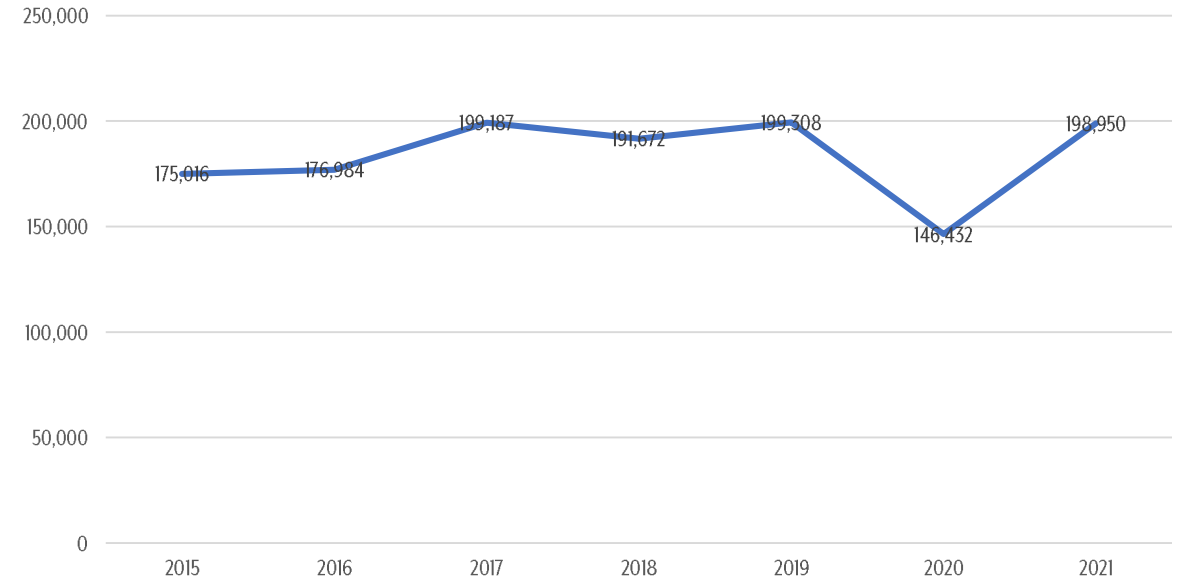
Dahlonega Lumpkin County Visitor Center

Through
5/31/2022
62,345*

Dahlonega-Lumpkin County Visitor Center



Annual Visitation

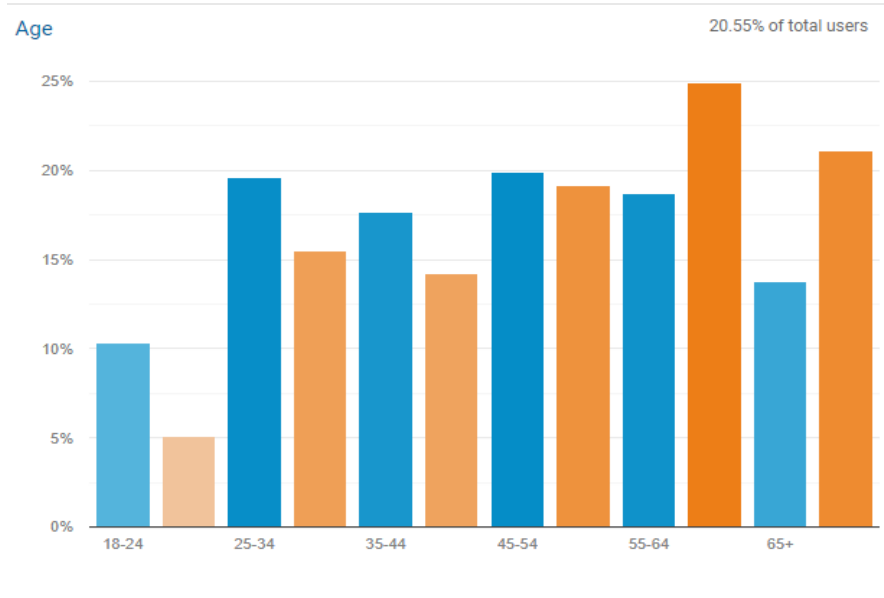


Visitor Center Additions & Future Projects

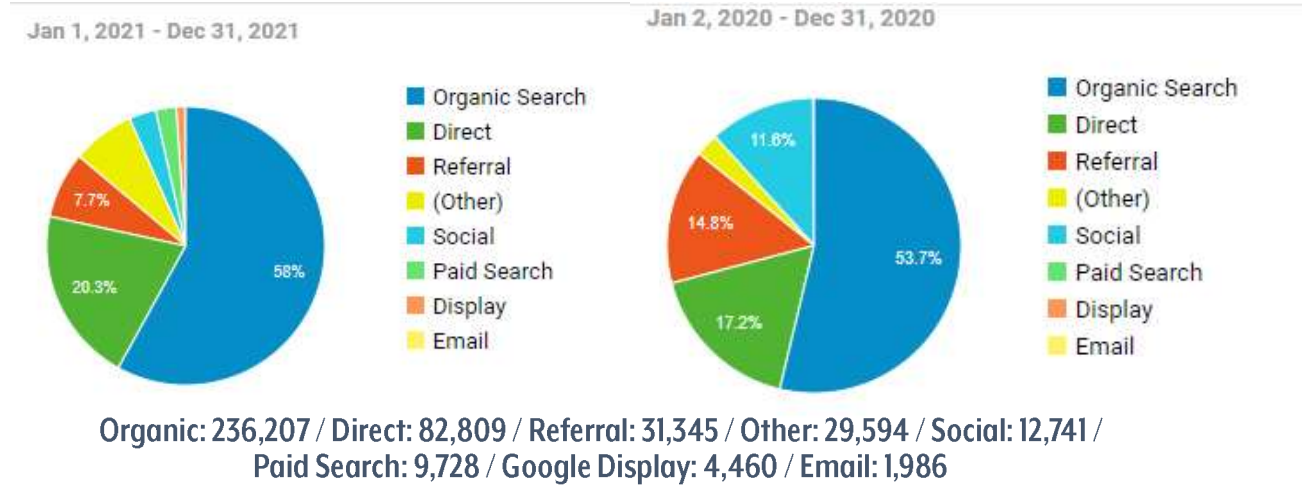
- 1) Virtual Kiosk
- 2) New Retail Items
- 3) Bathroom Renovations
- 4) Roof Replacement
- 5) Web-Cam Reactivation
- 6) Replace Exterior Signage

Tourism EOY Report - Website

Demographics – 2021 vs 2020



Acquisition Overview – 2021 vs 2020



Audience Growth – 2021 vs 2020

Year	Users	New Users	Sessions	Pageviews	ASD	Bounce
2021	392,335	386,243	520,394	1.5 million	2:33	42.05%
2020	328,840	327,403	515,126	1.1 million	1:41	60.33%
% change	19% ↑	18% ↑	1% ↑	35% ↑	51% ↑	-30% ↑

Tourism EOY Report – PR & Print Advertising

Public Relations 2021 vs 2020

	Advertising Equivalency	Circulation/ Viewership	Placements
2021	103 Million	3.6 Billion	251
2020	35 Million	1.2 Billion	125

Print Advertisement

- Food & Travel Magazine
- Outdoor & Travel Magazine
- Atlanta Magazine
- Mountain Traveler
- Explore Georgia Visitor Guide
- Smoke Signals
- Georgia State Parks Visitor Guide



Tourism EOY Report – Digital Marketing

○ Media One

- Romantic Getaway Campaign (12/20 -2/21)
 - Content Activation – Written Blog
 - Native Re-Targeting
- Paid Search & Native Retargeting (2/21 – 7/21)
 - Native Re-Targeting – Visitors to Website
 - Google Paid Search/Search Engine Keywords
 - Vacation Ideas

○ ITI Digital

- Spring Campaign – Wine Focus (3/21 -5/21)
- Fall Campaign – Foodie Focus (11/21-12/21)
 - Content Marketing, Vacation Mapping, Paid Search, Geolocations

○ Advance Travel & Tourism

- Outdoor Destination and Travelers Campaign (7/21 – 9/21)
 - Geolocation – Nashville, Chattanooga, Smokies
 - YouTube Trueview – 15 sec commercial
 - Search Display & Paid Ads
 - Paid Social

○ Compass Media

- Snowbirds Campaign (12/21 – 2/22)
 - Snowbird Article
 - Geolocation
- SEO Campaign (12/21 – 5-22)
 - Keyword Search and building brand awareness
- Paid Content (2/22 – 5/22)
 - Instagram and Facebook

The Future looks Bright!

- Creation of the Dahlonega-Lumpkin County Convention & Visitor's Bureau
 - Will be our own entity at the end of 2022 as we separate from the DLCCC
 - We have filed for the creation of the a new 501(c) 6
 - Currently waiting on our EIN and we will start to open new accounts.
 - Would like to meet with the both the City of Dahlonega & Lumpkin County to discuss contracts. Would like to do this before October 2022
- Beyond 2022
 - We will continue to grow our tourism efforts for weekend travelers and extend our efforts to mid-week overnight stays
 - We hope to continue receiving Hotel Motel Tax from both Lumpkin County and the City of Dahlonega once the separation is complete.
 - We would like to add another full-time staff to our Tourism Team to help with Website, Georgia Film Industry, and research.



DISCOVER

DAHLONEGA

Economic Impact of Tourism

Lumpkin County, Georgia

EXPLORE GEORGIA.

Lumpkin County 2019 Economic Impact



Direct Tourist Spending¹

\$47.91 million

Jobs Supported¹

370

Payroll¹

\$9.51 million

State Tax Revenues¹

\$2.09 million

Local Tax Revenues¹

\$1.30 million

Each Lumpkin County household would need to be taxed an additional **\$294** per year to replace taxes generated by tourism economic activity.

Visitor Expenditures



¹U.S. Travel Association: 2019 Travel Economic Impact on Georgia State, Counties, and Regions. ²U. S. Bureau of Labor Statistics: Local Area Unemployment Statistics

For more information contact:
ASHLEY BARFIELD, PHD
Director, Tourism Research
barfield@georgia.org | 404.962.4087

Explore Georgia, the tourism division of the Georgia Department of Economic Development
75 Fifth Street, NW, Suite 1200 | Atlanta, Georgia 30308 - USA
To obtain data for other counties, please visit: Industry.ExploreGeorgia.org

NORTHEAST GEORGIA MOUNTAINS VISITOR SPENDING

Amounts in millions of current dollars	Lodging*	Food and beverage	Recreation	Retail	Transport**	Total	Growth rate
Region Total	\$394.8	\$369.7	\$147.1	\$277.9	\$205.1	\$1,394.5	-5.2%
County							
Banks County	\$17.2	\$28.4	\$10.9	\$15.0	\$16.5	\$87.9	3.6%
Barrow County	\$37.9	\$38.0	\$14.1	\$26.4	\$21.5	\$137.8	-2.7%
Dawson County	\$22.3	\$15.3	\$3.8	\$29.3	\$6.9	\$77.6	-11.4%
Elbert County	\$5.0	\$5.5	\$1.6	\$2.9	\$2.4	\$17.4	-2.3%
Forsyth County	\$26.5	\$40.9	\$21.9	\$28.7	\$21.6	\$139.7	-10.1%
Franklin County	\$9.1	\$11.4	\$2.8	\$7.3	\$12.2	\$42.9	-7.0%
Habersham County	\$11.7	\$13.2	\$4.6	\$8.3	\$6.7	\$44.6	-1.3%
Hall County	\$41.1	\$69.5	\$40.2	\$38.0	\$38.8	\$227.6	-15.5%
Hart County	\$14.3	\$9.7	\$4.0	\$7.7	\$4.2	\$39.8	5.1%
Jackson County	\$9.0	\$15.2	\$4.4	\$13.9	\$20.1	\$62.7	-15.6%
Lumpkin County	\$19.2	\$16.5	\$4.3	\$13.4	\$8.4	\$61.8	4.6%
Madison County	\$6.8	\$5.8	\$0.6	\$6.1	\$4.4	\$23.8	-16.3%
Rabun County	\$44.3	\$23.0	\$9.7	\$15.8	\$9.3	\$102.1	5.4%
Stephens County	\$6.0	\$5.2	\$2.5	\$4.8	\$2.4	\$20.9	-14.9%
Towns County	\$30.6	\$16.4	\$3.8	\$11.7	\$7.0	\$69.5	-1.2%
Union County	\$38.5	\$16.8	\$6.6	\$19.1	\$4.8	\$85.9	3.7%
White County	\$55.3	\$38.8	\$11.2	\$29.5	\$17.9	\$152.7	2.9%

* Lodging spending includes 2nd home valuation

** Transport includes local and air transportation

NORTHEAST GEORGIA MOUNTAINS - DIRECT IMPACTS

	Employment Tourism jobs	Share of State	Share of total county employment	Labor Income Millions	State and local tax revenues Millions	State & local tax savings per hhld	Federal tax revenues Millions
Region Total	13,250	6.3%	2.92%	\$320.4	\$95.7	\$306.7	\$62.3
County							
Banks County	920	0.44%	14.85%	\$22.8	\$6.1	\$900.9	\$4.4
Barrow County	1,570	0.75%	4.85%	\$28.0	\$9.0	\$343.8	\$5.6
Dawson County	545	0.26%	4.26%	\$13.4	\$4.6	\$513.1	\$2.7
Elbert County	232	0.11%	2.68%	\$4.4	\$1.2	\$155.0	\$0.9
Forsyth County	1,382	0.66%	1.17%	\$34.5	\$9.1	\$118.2	\$6.7
Franklin County	525	0.25%	4.62%	\$13.3	\$3.1	\$363.9	\$2.5
Habersham County	531	0.25%	2.80%	\$11.1	\$3.1	\$201.8	\$2.2
Hall County	2,063	0.98%	1.73%	\$58.7	\$16.8	\$260.3	\$11.2
Hart County	397	0.19%	3.73%	\$8.2	\$2.7	\$269.3	\$1.6
Jackson County	706	0.34%	1.55%	\$20.6	\$5.1	\$218.3	\$3.9
Lumpkin County	685	0.33%	5.42%	\$17.1	\$4.5	\$391.8	\$3.3
Madison County	258	0.12%	3.19%	\$5.5	\$1.3	\$121.2	\$1.1
Rabun County	836	0.40%	10.10%	\$22.0	\$7.4	\$1,106.0	\$4.3
Stephens County	227	0.11%	2.02%	\$4.2	\$1.4	\$149.6	\$0.8
Towns County	444	0.21%	8.08%	\$10.1	\$3.9	\$806.0	\$2.1
Union County	675	0.32%	6.03%	\$14.2	\$5.0	\$516.3	\$2.9
White County	1,254	0.60%	9.32%	\$32.3	\$11.5	\$987.2	\$6.3

Thank You!

- Sam McDuffie, Director of Tourism
 - Dahlonega-Lumpkin County Chamber and Visitors Bureau
 - 706-701-5016
 - sam@dahlonega.org

www.Dahlonega.org





Department Report

Report Title: Dahlonega Police Department – May 2022

Report Highlight: RADAR donated to Georgia State Patrol

Name and Title: George Albert, Chief of Police

Recently Completed:

- Interviews for POST Certified Code Enforcement Officer
- Art and Wine Festival
- New First Aid kits for vehicles
- Attended District 9 Chiefs meeting in Oakwood
- Agency members attended Glock Armors Class
- Attended Public Q&A Session on Package Alcohol Sales
- New Department forms arrived
- Attended second series of budget meetings
- Secure area completed for GCIC compliance as we work towards being a terminal agency
- Attended online training offered by GBI for transition to active terminal status

Underway:

- Addressing various code violations and issuing warning notices for corrective actions
- Continually monitoring problematic parking areas and taking appropriate action
- Selective traffic enforcement in various areas to seek voluntary compliance
- Pre-event meeting for the 4th of July event

Near Term:

- 5 Year Strategic Plan



Dahlonega Police Department

City of Dahlonega
465 Riley Road
Dahlonega, Ga 30533

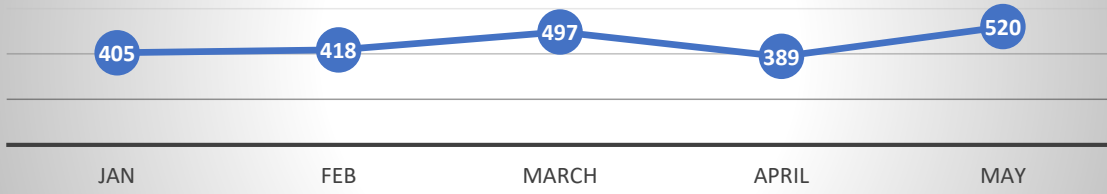


DPD Daily Activity Report

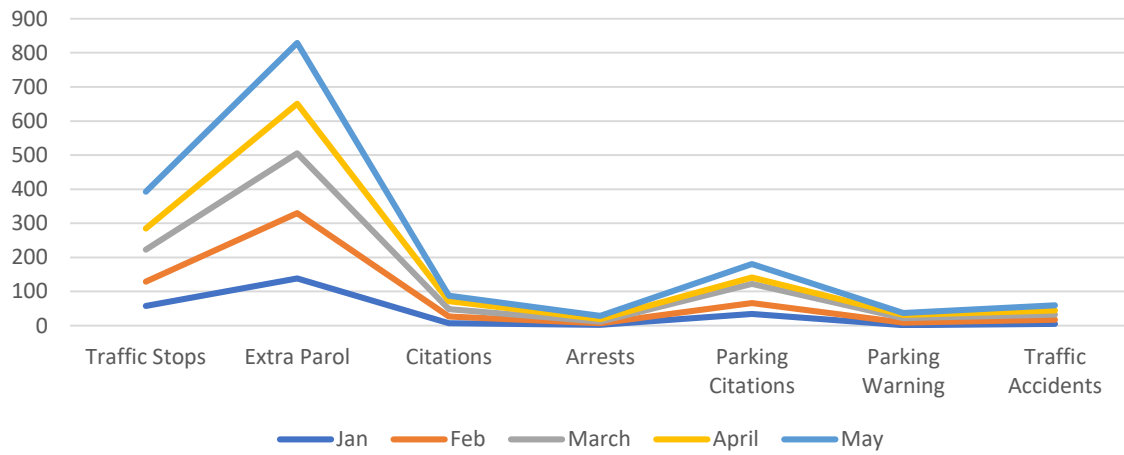
Printed on June 2, 2022

Officer:	Date: 5/31/22
Shift:	District: DAHLONEGA POLICE DEPARTMENT
Radar:	Cal. Time:
Laser:	Cal. Time:
Number of Calls for Service: 523	Patrol Vehicle #
Citizen Contacts 0	Incident Reports 39
Alcohol Checks 0	Accident Reports 3
Traffic Stops 108	Juvenile Complaint: 0
LPR Patrol Hours 0	Criminal Trespass 3
Traffic Citations Issued 16	Drug Arrest: 1
Traffic Warnings Issued 20	Shoplifting 2
LPR Citations Issued 0	Disorderly Conduct: 2
Stolen Vehicle Recovered 0	Underage Consumption 0
Parking Citations Issued 5	Animal Complaint: 1
Parking Warnings Issued 0	Public Drunk 1
Traffic Fatalities 0	Motorist Assist 13
Accidents to GSP 7	Trouble Alarms 14
DUI 0	K-9 Assists: 0
DUI to GSP 0	Fugitives Apprehended 10
Stolen Vehicle: 0	Road Checks: 0
Officer Assist LCSO 11	Funeral Assist: 4
Officer Assist Other 0	Other: 16
Extra Patrol 178	

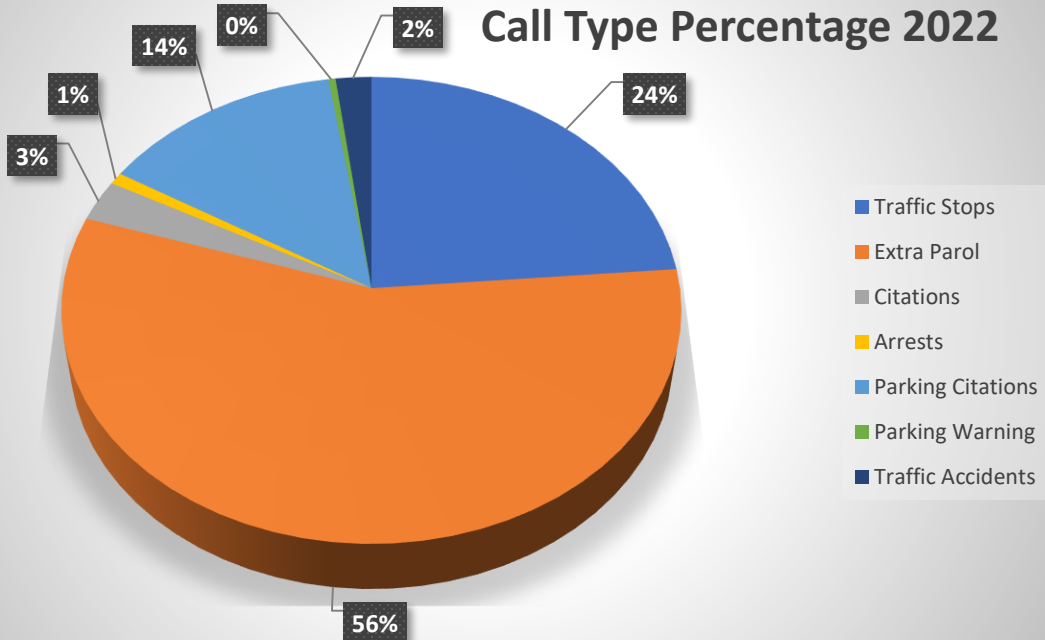
Total Calls For Service 2022



Monthly Call Type Amount 2022



Call Type Percentage 2022



Dahlonega PD Calls for Service 2022

Calls for Service	January	February	March	April	May
	Jan	Feb	Mar	Apr	May
Traffic Stops	58	71	94	62	108
Extra Patrol	138	192	175	146	178
Citations	7	20	21	24	16
Arrests	2	5	5	7	10
Parking Citations	34	32	56	19	40
Parking Warning	1	8	13	9	6
Traffic Accidents	5	12	15	13	15
	Jan	Feb	Mar	Apr	May
Total of all CFS	307	418	497	389	520





Department Report

Report Title: Finance and Administration Department – May 2022
Report Highlight: Review and enhancement of our online cloud store to accept alcohol pmts.
Name and Title: Allison Martin, Finance Director

Recently Completed:

- Preliminary FY23 budget work continues
- Rate study underway
- Serveline discovery work underway
- RFPs for IT and website received and are under review

Underway:

- Website updates to include a searchable minute function and overall search engine refinement to create a better end-user experience.
- Administration of American Rescue Plan (ARP) grant
- Establish and set up Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.

Near Term:

- Update financial policies.
- Update purchasing policy to include a vendor preference provision.
- Develop and implement employee meetings to provide appropriate training and update HR forms; promote employee education related to City retirement plans.
- Review additional finance files in long-term storage to determine what should be destroyed per the retention schedule.
- Audit of Utility Billing address points against MSAG/E911/USPS data.



Department Report

Report Title: Water & Wastewater Treatment Department Report May 2022

Report Highlight: The reservoir boat was delivered to the water plant this month. This pontoon boat will be used for maintenance of the reservoir in applying algaecides, maintaining the floating solar bees, removing debris from dam and hopefully removing some silt build-up if a suitable dredging devise can be designed. As for the wastewater, the pre-construction meeting for the Barlow Lift Station is scheduled for June 9, 2022. The contractor will give us a plan of action at that time with scheduled start and finish dates.

Name and Title: John Jarrard, Water/Wastewater Treatment Director

Recently Completed

- Split sampling with Tyson Hatchery, part of the Industrial Pre-Treatment Program
- Highland Trace Lift Station (high volume of disposable wipes)
- Replaced gaskets in Singer Valves 4 & 5 (Assisted by Distribution Crew)
- Excel Reporter program repairs (Universal Controls Tech)
- Mountain Music Park Lift Station Repairs
- Reservoir Boat purchase (Capital Item)

Underway:

- Cross-Connection Control Program and Backflow Prevention Program (joint work with other departments)
- Split Sampling with Koyo, part of the Industrial Pre-Treatment Program
- Wastewater flow meter change out at Camp Glisson
- Chlorine Dioxide Generator Control Panel repairs
- Pre-construction meeting with Engineers and WL Griffin Co. for Barlow Lift Station
- Annual Watershed Study Report

Near Term:

- Annual Preventive Maintenance Service on our larger lift stations (Flygt Contract)
- Filter Cloth replacement at WWTP
- Discharge Permit for the WWTP



Department Report

Report Title: Community Development – May 2022
Report Highlight: May 2022 Accomplishments
Name and Title: Jameson Kinley, Planning and Zoning Administrator

Recently Completed:

	2021			2022					Total	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
Annexation Application									1	1
Building Permit - Commercial	2	2	1	1		2	4	4	16	
Building Permit - Residential	8	9	2	12	3	9	1	19	63	
Home Occupation Form	1								1	
Certificate of Appropriateness						1			1	
Cemetery - Plot Purchase					2	2	2	2		
Demolition Permit		1		1	1				3	
Final Plat							1		1	
Land Disturbance Permit		2	2	4		2	3	1	14	
Minor Final Plat	1	4	2	1	2	5	4	3	22	
Outside Sales and Dining				1					1	
Pool/Spa Permit		1						1	2	
Preliminary Plat									0	
Open/Close of Cemetery Lot	1	4	3	1	3	4	1	4	21	
Rezoning Permit	3		1		1			1	6	
Short-Term Rental Application									0	
Sign Permit	2	4	5	3	6	1	4	3	28	
Tree Removal Permit						2	1		3	
Variance Application	1								1	
Visitation Cemetery Application		1						1	2	
Zoning Verification Letter Request				1	4	2		2	9	
Total	19	28	16	25	24	30	19	42	195	
Inspections	126	99	144	90	76	134	88	79	836	
Revenue										
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
Occupational Tax	\$ 1,735.00	\$ 945.00	\$34,900.00	\$46,035.00	\$21,846.00	\$43,035.46	\$ 2,850.00	\$ 2,134.64	\$ 153,481.10	
Permits/Cemetery	\$30,572.28	\$42,700.08	\$11,178.32	\$ 7,885.72	\$13,520.00	\$14,509.76	\$37,462.42	\$149,836.54	\$ 307,665.12	

Underway:

- The Peaks building plan had been reviewed and approved
 - Site Plan still under review
- Anderson Townhomes started installing BMPs
- UNG, Business Center 85% complete

- The Summit Phase II submitted civil plans for review
- Lumpkin County Elementary School installing steel framing
- Vickery/Sherman Green Terrace resubmitted site plans and is in plan review
- WCWW, Carwash permitted and awaiting groundbreaking
- Wal-Mart Completed renovations
- Dentist office building plans approved
 - Awaiting civil to be resubmitted
 - Stephens Steet site plan received and under review
- New Harbor Freight store started demolition
- Northside Timeshare Medical Office Remodel under review

Updates:

- Historic Preservation Committee
 - Next Meeting June 27th
- Planning Commission
 - Next Meeting July 6th
 - Annexation and Rezoning
- Historic Preservation Survey
 - Second Draft submitted June 1st (Under Review)
 - Next Deadline: August 15th Final Survey Report Due 100% (GHNAHRGIS)

Expenditures vs Income:

- Income through Occupational Tax: \$153,481
- Income through Permits/Cemeteries: \$307,665
- 21-22 Community Development Annual Budget: \$272,824



Department Report

Report Title: Public Works—May 2022

Report Highlight: Many of the COVID-related measures have proven to be appropriate on a continued basis, regardless of the reduced threat. Staff is continuing and will continue these tasks and following this report, will no longer note them here unless significant changes occur.

Name and Title: Mark Buchanan, PW Director/City Engineer

Recently Completed:

- The following photo (while a little grainy) helps to remind everyone what goes on early in the mornings before many have arisen to start their day.



- Asphalt markings throughout the city, partially funded through the GDOT LMIG Off-System Safety grant are now complete.



Underway:

- Oliver Drive storm drain.



- Wimpy Mill guardrail installation continues.



- Design of sidewalk and street modifications near the Head House. This design has been on hold, pending final placement of structure.
- Park Street water, sewer and storm design drawings in progress. Meetings with homeowners along route have begun.
- Continued design of the Morrison Moore Pedestrian Bridge.
- Creation of a heavily revised set of Development Regulations.
- Discussions and planning in coordination with UNG and GDOT for a sidewalk along Morrison Moore Parkway from Calhoun Road to the new Public Safety building, previously Stake 'n Shake.
- Mapping of City utilities by GMRC. This is an ongoing 2-year project.

- Working with Lumpkin County to ensure appropriate upgrades of Pine Tree Way related to elementary school construction.

Upcoming (these projects are currently either in concept, design or build phase):

- East Main at Meaders raised crosswalk reconstruction.
- Installation of additional curb and gutter near intersection of Memorial Drive, West Main and Mechanic Street by GDOT crews as part of a GDOT Quick Response project.
- Arcadia Street water and sewer main project.
- North Grove St. sidewalk upgrades.
- Memorial Park Cemetery storm drain installation.
- Mechanic Street to Morrison Moore sidewalk.
- Choice St. parking lot overlay.
- Downtown tree installation (East Main).
- Mechanicsville Road storm drain installation.
- Hawkins Street sidewalk repair between Meaders and North Grove. The areas shown below will be demolished and reconstructed by city crews.





OFFICE OF THE MAYOR

June 6, 2022

Mr. Benoit S. Causse
Environmental Engineer
GA DNR EPD – Wastewater Regulatory Program
Atlanta, GA 30334

Dear Mr. Causse,

It is my understanding that the antidegradation provisions of OCGA 391-3-6.03(2) (b) require an analysis of alternatives when a new NPDES permit is requested. One of the commonly considered alternatives is a discharge to another permitted system. In the case of the Lumpkin County Water and Sewerage Authority, one system to be considered is the City of Dahlonega Water Pollution Control Plant (WPCP). NPDES Permit Number GA0026077 currently permits this plant to discharge 1.44 million gallons per day (MGD). Average annual flow for the plant has ranged from 0.70 MGD to 0.77 MGD in the past three years.

The City of Dahlonega (City) and Lumpkin County Water and Sewerage Authority (Authority) have a long relationship on matters of water and wastewater management. Currently, the City provides treated water to a large portion of the Authority system where it is mutually beneficial. In order to support anticipated development in the southern area of Lumpkin County, the Authority proposes to construct a Publicly Owned Treatment Works (POTW) to provide up to 1.0 MGD in wastewater treatment capacity.

The proposed Authority POTW is more than five (5) miles from the nearest City transmission main capable of accepting this flow and approximately nine (9) miles from the Dahlonega plant. The cost of constructing transmission facilities for current and future flows and distance would be considerable. Additionally, the Dahlonega plant is currently operating at nearly 50% of its permitted capacity and does not have sufficient capacity to serve the projected flows of the Authority’s system.

The City of Dahlonega supports the Lumpkin County Water and Sewerage Authority’s efforts to construct the proposed POTW. We urge you to give expedited and favorable consideration to their permit application.

Sincerely,

JoAnne Taylor
Mayor, City of Dahlonega





City Council Agenda Memo

DATE: June 10, 2022
TITLE: Resolution 2022-12 - Authorize Changes to Georgia Fund 1 Authorized Users
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Resolution 2022-12 - Authorize Changes to Georgia Fund 1 Authorized Users

HISTORY/PAST ACTION:

The City of Dahlonega began investing funds in GA Fund 1 in 2019. With the departure of the previous finance director, the authorized users on the account need to be updated.

FINANCIAL IMPACT:

There is no financial impact of approving this resolution.

RECOMMENDATION:

The recommendation of staff is to make the change.

SUGGESTED MOTIONS:

I make a motion to approve this resolution to update the authorized users on the account.

ATTACHMENTS:

Resolution 2022-12

For Customer Use:

For OTFS Use Only:

_____	I have an existing Acct. # _____
_____	This resolution is for:
_____	New Account
<input checked="" type="checkbox"/>	Change to Existing Acct. # 6310

_____	Acct Approved	_____	Auth Entered.
_____	Audit	_____	Wire Instructions
_____	Addr Entered	_____	Wire Templates
Approval:			
_____	AD1	_____	AD2
Res. form 2000A			

**CITY OF DAHLONEGA
RESOLUTION 2022-12
RESOLUTION TO AUTHORIZE INVESTMENT
GEORGIA FUND 1 (local government investment pool)**

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and

WHEREAS, from time to time it may be advantageous to the City of Dahlonega to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and

WHEREAS, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Dahlonega that funds of the City of Dahlonega may be deposited from time to time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED THAT:

- Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity:

Allison Martin Finance Director	706-482-2706 amartin@dahlonega.gov
Kimberly Stafford Assistant Finance Director	706-482-2713 kstafford@dahlonega.gov
Mary Csukas City Clerk	706-482-2710 mcsukas@dahlonega.gov

- All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account:

(For ACH and WIRE) United Community Bank
City of Dahlonega General Fund
ABA Number: 061112843
Account Number: 2004332983
Dahlonega, Georgia

- The local government investment pool monthly statements of account to:

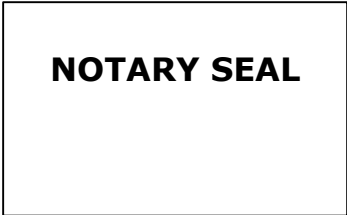
Kimberly Stafford
City of Dahlonega
465 Riley Road
Dahlonega, Georgia 30533

- Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

 0 % 30 days or less;
 0 % more than 30 days but less than 90 days;
100 % 90 days or longer.
100 %

ADOPTED this 5th day of July, 2022.



JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk

Sworn to and subscribed before me this _____ day of _____ 20____.

(Notary Public)

Please complete and return an original copy to:

**Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527**

**Telephone: (404) 651-8964 or (404) 656-2993
Toll Free: (800) 222-6748
Fax: (404) 656-9048**

Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.



City Council Agenda Memo

DATE: June 10, 2020
TITLE: Resolution 2022-11 - Authorization to Use Purchase Card Program
PRESENTED BY: Allison Martin, Finance Director

AGENDA ITEM DESCRIPTION:

Resolution 2022-11 - Authorization to Use Purchase Card Program

HISTORY/PAST ACTION:

The City of Dahlonega currently uses bank-issued credit cards for purchases. These types of credit cards are not recognized by merchants for tax-exempt status and do not offer any rebates on purchases. Bank of America offers a purchasing card program with a rebate to local governments. Recently, many hotels have stopped taking city-issued checks for reservations. Using this program will allow the city to issue p-cards to council members for travel-related use. This will also reduce the need to issue reimbursement checks for travel for the council.

FINANCIAL IMPACT:

The City will receive an annual rebate for purchases made on the cards. The amount of the rebate is tiered based upon the annual spend.

RECOMMENDATION:

It is the recommendation of staff to enter this program and to direct the City Manager and Finance Director to create an operational policy for the administration of the program.

SUGGESTED MOTIONS:

I make a motion to approve Resolution 2022-11

ATTACHMENTS:

Resolution 2022-11 Authorization to Use Purchase Card Program
Program Application

Resolution Certification

Legal Name of Organization: City of Dahlonega, Georgia

Headquarters Address: 465 Riley Road

City/State/Zip: Dahlonega, Georgia 30533

I, Mary Csukas, Clerk of the above-named organization (the "Organization") do hereby certify that I am the keeper of the records, corporate seal and minutes of the proceedings of the governing board of the Organization (the "Board"); that on the _____ of _____, 20_____, a meeting of the said Board was held in accordance with the laws of _____ and Bylaws of the Organization, that a quorum of Board members was present, and the following resolutions were duly and legally passed:

RESOLUTION 2022-11
AUTHORIZATION TO USE PURCHASE CARD PROGRAM

A RESOLUTION AUTHORIZING CERTAIN EMPLOYEES OF THE CITY OF DAHLONEGA, GEORGIA TO NEGOTIATE AND PROCURE CREDIT AND DESIGNATE ELECTED OFFICIALS AND EMPLOYEES TO RECEIVE PURCHASING CARDS

WHEREAS, in order to comply with O.C.G.A. §36-80-24, the Dahlonega City Council desires to authorize certain elected officials and employees to be issued a city purchasing and/or credit card; and

BE IT RESOLVED, that the Dahlonega City Council, by public vote, designates the following elected officials and employee positions to receive a city-issued purchasing and/or credit card:

- Mayor
- Council Members
- City Manager
- City Clerk
- City Engineer
- Chief of Police
- Finance Director
- Assistant Finance Director
- Planning and Zoning Administrator
- Water Plant Supervisor
- Wastewater Plant Supervisor
- Capital Projects Manager
- Purchasing Agent
- Streets Supervisor
- Sanitation Supervisor
- Utility Maintenance Supervisor
- DDA Manager

BE IT FURTHER RESOLVED, that the employees named below are authorized for and on behalf of and in the name of the Organization, for such time, at such interest rates, and on such other terms and conditions as are deemed expedient by the Designees to negotiate and procure credit from Bank of America, N.A. ("Bank of America") on VISA Purchasing card(s), to designate the officer(s) or employee(s) to receive Purchasing card(s), and to execute the application and provide any other documents or information required by Bank of America as a requirement of issuing such Purchasing card(s). The authority herein given and the designation of officer(s) or employee(s) shall remain irrevocable as far as Bank of America is concerned until Bank of America is notified in writing of the revocation of such authority and shall have acknowledged in writing receipt of such notification.

- Bill Lewis, City Manager
- Allison Martin, Finance Director
- Kimberly Stafford, Assistant Finance Director

BE IT FURTHER RESOLVED, that such Purchasing cards, the debt created by their use, and any security interest pertaining to that debt, issued to designated officer(s) or employee(s) of the Organization shall represent legal and binding obligations of the Organization; and that Bank of America is hereby authorized and directed to pay the proceeds of any such credit without the necessity to look to the use of the credit or of the account, whether such account is opened or maintained by the Designees, or others as designated by the Designees, in their individual capacities or not, and whether funds from the use of such accounts are deposited to the individual credit

of, or used for the individual credit of, or used for the individual purposes of, the Designees, or others designated by the Designees, or not.

Be it Further Resolved, the Corporation shall indemnify and hold harmless Bank of America from any claim, loss, cost, damage, liability, or expense arising out of its actions in reliance on this Resolution.

ADOPTED this ____ day of _____, 2021.

CITY OF DAHLONEGA, GEORGIA

By: _____
JoAnne Taylor, Mayor

Attest:

Mary Csukas, City Clerk

DIVISION 2. - MOUNT HOPE CEMETERY AND MEMORIAL PARK CEMETERY

Sec. 10-118. - Restricted hours of visitation.

- (a) It shall be unlawful for any person to visit, loiter, wander, stroll, or otherwise be on or within the grounds of Mount Hope Cemetery or Memorial Park Cemetery between the hours of 8:00 p.m. and 7:00 a.m. from April 1, until September 30, and between the hours of 6:00 p.m. and 7:00 a.m. from October 1, until March 31, except as permitted by formal written permission of the city.
- (b) Any individual, group, organization or business, which seeks a temporary exemption to the established hours, shall be required to submit a request in writing to the Dahlonega City Council for consideration. In the event the exception request is approved, such business or individual may be permitted to visit the Mount Hope Cemetery or Memorial Park Cemetery on hours outside of those specified in this section for certain indicated times specified by the city council.
- (c) Each offense under this section shall be punishable as a misdemeanor via citation to the municipal court.

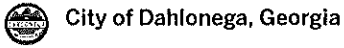
(Ord. No. 2015-8, §§ 1—3, 8-20-2015 ; Ord. No. 2019-15, 6-4-2019)

Statement Regarding Dahlonega Walking Tours and Mount Hope Cemetery

Dahlonega Walking Tours was started in 2014. We offer 5 different walking tours of the historic district in Dahlonega. The cemetery is included on one of our tours, the Historic Ghost Walk. Our ghost walk begins at 8 pm every Friday and Saturday and tours by request on Thursday and Sunday.

The cemetery permit, as written now, is not workable except for 3-5 months of the year. The current ordinance is based on the setting of the sun rather than a time. It is a walk of over ½ mile to the cemetery from our office. As the days get shorter, we are having to eliminate some very historic stops in order to make it to the cemetery stop on time.

We are also anticipating having to offer additional tours this fall with the Covid-19 pandemic. In the past, we have been able to conduct fairly large tours. With the current virus, we are offer tours of no more than 10-12 people to more effectively social distance tour goers. We will need to conduct additional tours to accommodate our biggest season around Halloween.



05/27/2022

LGT-22-1

Visitation Permit to Mount Hope Cemetery or Memorial Park Cemetery Application

Status: Active

Date Created: May 23, 2022

Applicant

Penelope Sharp
dahlonegawalkingtours@gmail.com
19 East Main Street
Suite F
Dahlonega, GA 30533
[REDACTED]

Location

19 MAIN ST E Unit E
Unit E
DAHLONEGA, GA 30533

Individual Contact Information

Contact Name

Penelope Sharp

Contact Address

19 Main Street

City

Dahlonega

State

GA

Zip

30533

Contact Phone Number

[REDACTED]

Business Contact Information

Legal Business Name

Dahlonega Tours and More, LLC

Physical Location

19 E. Main Street Suite F

City

Dahlonega

State

GA

Zip Code

30533

Business Phone Number

706-482-8795

Business Fax Number

--

Point of Contact Person

Penelope Sharp

Business Mailing Address

19 E. Main Street Suite F

City

Dahlonega

State

GA

Zip Code

30533

Emergency Phone #

[REDACTED]

Email

dahlonegawalkingtours@gmail.com

Business License Number

110,096

Website Address

dahlonegawalkingtours.com

Business Ownership and Insurance Information

Business Owner Name

Penelope Sharp

Insurance Company Name

Northfield Insurance Company

Insurance Company Address

385 Washington Street

City

St. Paul

State

MN

Zip Code

55102

Insurance Co. Phone #

1-800-237-9334

Liability Insurance Policy #

WS400574

Agreement and Stipulations

An annual \$250.00 limited privilege license fee is included with this application. The undersigned agrees that this limited privilege license can be revoked for failure to abide by, any stipulation as stated herein:

City staff can accompany a tour at any time and the tour must remain on the paved pathways of the cemetery at all times.

At all times, the license holder should have in force no less than a \$1,000,000 liability insurance policy. The City of Dahlongega shall be named as an additional insured on the policy which is to be maintained while the business is in operation.

The tour must suspend all activity inside any city cemetery according to Ordinance 2019-15. Division 2. - MOUNT HOPE CEMETERY AND MEMORIAL PARK CEMETERY Sec. 10-118 - Restricted hours of visitation.

(a) It shall be unlawful for any person to visit, loiter, wander, stroll, or otherwise be on or within the grounds of Mount Hope Cemetery or Memorial Park Cemetery between the hours of 8:00 p.m. and 7:00 a.m. from April 1, until September 30, and between the hours of 6:00 p.m. to 7:00 a.m. from October 1, until March 31, except as permitted by formal written permission of the city.

(b) Any individual, group, organization, or business, which seeks a temporary exemption to the established hours, shall be required to submit a request in writing to the Dahlongega City Council for consideration. In the event the exception request is approved, such business or individual may be permitted to visit the Mount Hope Cemetery or Memorial Park Cemetery on hours outside of those specified in this section for certain indicated times specified by the City Council.

Reason for Temporary Exemption

Business

(c) Each offense under this section shall be punishable as a misdemeanor via citation to the municipal court.

Signature

Penelope Sharp
05/23/2022

Title

Owner

Date

05/23/2022

Attachments

No attachments

History

Date	Activity
May 23, 2022 at 2:49 pm	Jameson Kinley started a draft of Record LGT-22-1
May 23, 2022 at 2:54 pm	Jameson Kinley submitted Record LGT-22-1
May 23, 2022 at 2:54 pm	approval step Limited Guided Tours for Mount Hope Cemetery Review was assigned to Mary Csukas on Record LGT-22-1
May 23, 2022 at 2:54 pm	Jameson Kinley altered payment step Custom Payment, changed status from Inactive to Skipped on Record LGT-22-1

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
Custom Payment	Waived	-	May 23, 2022 at 2:54 pm	-	-
✓ Limited Guided Tours for Mount Hope Cemetery Review	Active	-	-	Mary Csukas	-
📄 Permit Issuance	Inactive	-	-	-	-

APPENDIX A

FREQUENTLY ASKED QUESTIONS

ABOUT YOUR SURPLUS LINES POLICY

Your broker has placed the insurance you requested in the “surplus lines market” with one or more surplus lines insurers. By definition, such surplus lines insurers are not licensed in the state, but this does not mean that the transaction is not regulated. The surplus lines market is an insurance marketplace that is established for the purpose of insuring unique or hard to place risks. Some of the rules that apply to surplus lines insurance policies and surplus lines insurance companies differ from those that govern coverage obtained from insurance companies licensed in your state. In order for you to better understand the surplus lines market and the rights you have in a surplus lines transaction, the following material is provided.

Please read this brochure carefully, and should you have any questions after reading the material, do not hesitate to ask your broker. If you wish further information, please contact the Regulatory Services Division, Room 604 West Tower, 2 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 or (404) 656-2074 or toll free at (800) 656-2298 (request Regulatory Services Division).

WHAT IS A SURPLUS LINES POLICY?

A surplus lines policy is a policy placed with an insurer that is not licensed (or ‘admitted’) in this state, but is nonetheless eligible to provide insurance on property or liability insurance protection to citizens of this state through specially licensed agents or brokers known as surplus lines brokers.

WHY AM I GETTING COVERAGE FROM A SURPLUS LINES INSURER?

Your agent or broker may have been unable to obtain the coverage you requested from insurance companies licensed in this state, but was able to obtain coverage from an eligible surplus lines insurance company. The reason for your agent or broker’s action is that the risk or property for which you sought coverage may be unique or have certain risk characteristics that caused licensed insurers to decline to write the policy. In circumstances where licensed insurers will not write the risk, your broker is authorized by state law or regulation to obtain the coverage from a “surplus lines” insurer.

SINCE THE SURPLUS LINES INSURER IS UNLICENSED, IS THE TRANSACTION UNREGULATED?

Surplus lines transactions are regulated by state law that require that surplus lines policies be procured only by specially licensed brokers. These are called surplus lines brokers and they are authorized to transact business with certain unlicensed insurers that meet financial and other eligibility standards set by the state. These insurers are known as surplus lines insurers. Your agent may have worked with a licensed surplus lines broker

in securing your policy. Alternatively, your agent may hold a surplus lines broker's license.

IS MY SURPLUS LINES POLICY COVERED BY THE STATE GUARANTY OR INSOLVENCY FUND?

No. There is no guaranty fund for coverage for surplus lines policies. The guaranty fund, which provides payments in the event that your insurance company becomes insolvent, only covers policies of licensed insurers.

HOW IS THE RATE OR PRICE OF A SURPLUS LINES POLICY DETERMINED?

The rate or premium charged for a surplus lines policy is determined by the surplus lines insurer. As unlicensed insurers, surplus lines insurers do not file their rates or premiums with the state for review or approval.

DOES THE GEORGIA DEPARTMENT OF INSURANCE REVIEW OR APPROVE THE TERMS AND CONDITIONS OF THIS POLICY?

Pursuant to O.C.G.A. § 33-5-21.1, policies of surplus lines insurers are not reviewed or approved by the Georgia Department of Insurance.

CAN MY POLICY BE RENEWED OR EXTENDED?

Your surplus lines policy may or may not be renewed or extended when the policy expires. An extension of the policy coverage will be dependent upon the continued unavailability of the policy coverage from insurers licensed in this state and the willingness of the surplus lines insurer to continue to accept the risk. Since a surplus lines policy is generally not subject to the same notice requirements as a policy issued by a licensed insurer, notice of a premium increase for a new policy term or the company's intent not to extend the policy at the same terms and conditions might not be provided until close to the date the policy expires. Therefore, you should keep in contact with your agent or broker, particularly as the expiration of the policy term nears, to ascertain the status of the policy and to assure continuity of coverage.



Northfield Insurance Company

385 Washington Street, St. Paul, MN 55102
1-800-237-9334 Claims: 1-800-328-5972

COMMERCIAL INSURANCE POLICY

Your Policy Number: WS400691

This policy consists of this policy cover, the Declarations and the forms, schedules and endorsements listed. **READ YOUR POLICY CAREFULLY.**

In return for the payment of the premium, the insuring company agrees with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations.

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative for us.

Secretary

President

NOTICES

IMPORTANT: THIS POLICY IS NOT SUBJECT TO FLAT CANCELLATION.

THIS POLICY IS SUBJECT TO AUDIT. EXPOSURES GREATER THAN THOSE ESTIMATED ON THIS POLICY WILL RESULT IN ADDITIONAL PREMIUM WHICH WILL BE DUE AND PAYABLE UPON RECEIPT OF BILLING.

SCHEDULE OF FORMS AND ENDORSEMENTS

Effective Date: 06/23/2021

Policy No: WS400691

Named Insured:

Dahlonga Tours & More, llc

The following schedule of coverage declarations, forms and endorsements make up your policy as of the effective date shown above.

COMMON POLICY DECLARATIONS - S1D-IL (9/05)

The following forms and endorsements apply to coverage parts as stated on the form or endorsement:

S1-IL (9/05)	Commercial Insurance Policy
S1D-IL (9/05)	Common Policy Declarations
S1D-ILS (9/05)	Schedule of Forms and Endorsements
N-3384 (7/08)	Important Notice - Producer Compensation
SLQAGA (2/14)	Georgia FAQ - SL Policy Notice
IL 00 21 (09/08)	Nuclear Energy Liability Exclusion Endorsement
IL 00 17 (11/98)	Common Policy Conditions
S1030-IL (7/08)	Service of Suit
S2612-IL (6/17)	Amendment - Non-Renewal
IL T4 14 (01/21)	Cap on Losses From Certified Acts of Terrorism
S2765-IL (1/14)	Amendment - Minimum Earned Premium
S2965-IL (3/15)	Amendment of Common Policy Conditions Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - S2584D-CG (9/05)

The following forms and endorsements apply to the Commercial General Liability Coverage Part only:

S2584D-CG (9/07)	Commercial GL Coverage Part Declarations
CG 00 01 (12/07)	General Liability Coverage Form
S19-CG (3/17)	Amendment - Contractual Liability
S21-CG (6/16)	Deductible Liability Insurance
S42-CG (2/16)	Total Pollution Exclusion with Exceptions for Building Heating, Cooling, Dehumidifying and Personal Hot Water Heating Equipment and Hostile Fire
S267-CG (6/14)	Combination Endorsement Bodily Injury and Property Damage Liability
S2582-CG (1/13)	Exclusion - Aircraft, Auto or Watercraft
IL T3 68 (01/21)	Federal Terrorism Risk Insurance Act Disclosure
S2623-CG (6/14)	Combination Endorsement Personal and Advertising Injury Liability
S2679-CG (1/16)	Exclusion - Riders of Saddle Animals or Pack Animals
S2680-CG (1/16)	Exclusion - Snowmobiles, ATVs or Similar Vehicles
S2699-CG (2/16)	Exclusion - Employees and Volunteer Workers as Insureds

SCHEDULE OF FORMS AND ENDORSEMENTS

S2996-CG (5/16)	Exclusion - Cross Liability - Broad Form
CG 21 32 (05/09)	Communicable Disease Exclusion
CG 21 35 (10/01)	Exclusion - Coverage C - Medical Payments
CG 21 36 (03/05)	Exclusion - New Entities
CG 24 26 (07/04)	Amendment of Insured Contract Definition
S43-CG (1/14)	Exclusion - Punitive or Exemplary Damages
S56-CG (2/20)	Amendment - Deposit Premium and Minimum Premium
S311-CG (7/18)	Exclusion - Professional Services
S354-CG (2/14)	Exclusion - Liquor - Absolute

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Northfield compensates its agents, brokers and program managers, please visit this website:

http://www.northlandins.com/Producer_Compensation_Disclosure.asp

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Northfield Insurance Company, c/o Law Department, 385 Washington St., St. Paul, MN 55102.

N-3384 (7/08)

FREQUENTLY ASKED QUESTIONS ABOUT YOUR SURPLUS LINES POLICY

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WHY AM I GETTING COVERAGE FROM A SURPLUS LINES INSURER?

Your agent or broker may have been unable to obtain the coverage you requested from insurance companies licensed in your state, but was able to obtain coverage from an eligible surplus lines insurance company. The reason for your agent or broker's action is that the risk or property for which you sought coverage may be unique or have certain risk characteristics that caused licensed insurers to decline to write the policy. In circumstances where licensed insurers will not write the risk, your broker is authorized by state law or regulation to obtain the coverage from a "surplus lines" insurer.

SINCE THE SURPLUS LINES INSURER IS UNLICENSED, IS THE TRANSACTION UNREGULATED?

Surplus lines transactions are regulated by state laws that require that surplus lines policies be procured only by specially licensed brokers. These are called surplus lines brokers and they are authorized to transact business with certain unlicensed insurers that meet financial and other eligibility standards set by the state. These insurers are known as surplus lines insurers. Your agent may have worked with a licensed surplus lines broker in securing your policy. Alternatively, your agent may hold a surplus lines broker's license.

IS MY SURPLUS LINES POLICY COVERED BY THE STATE GUARANTY OR INSOLVENCY FUND?

No. There is no guaranty fund coverage for surplus lines policies. The guaranty fund, which provides payments in the event that your insurance company becomes insolvent, only covers policies of licensed insurers.

HOW IS THE RATE OR PRICE OF A SURPLUS LINES POLICY DETERMINED?

The rate or premium charged for a surplus lines policy is determined by the surplus lines insurer. As unlicensed insurers, surplus lines insurers do not file their rates or premiums with the state for review or approval.

DOES THE GEORGIA DEPARTMENT OF INSURANCE REVIEW OR APPROVE THE TERMS AND CONDITIONS OF THIS POLICY?

Pursuant to O.C.G.A. §33-5-21.1, policies of surplus lines insurers are not reviewed or approved by the Georgia Department of Insurance.

CAN MY POLICY BE RENEWED OR EXTENDED?

Your surplus lines policy may or may not be renewed or extended when the policy expires. An extension of the policy coverage will be dependent upon the continued unavailability of the coverage from insurers licensed in this state and the willingness of the surplus lines insurer to continue to accept the risk. Since a surplus lines policy is generally not subject to the same notice requirements as a policy issued by a licensed insurer, notice of a premium increase for a new policy term or the company's intent not to extend the policy at the same terms and conditions might not be provided until close to the date the policy expires. Therefore, you should keep in contact with your agent or broker, particularly as the expiration of the policy term nears, to ascertain the status of the policy and to assure continuity of coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This policy is subject to the following:

In the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practices of such court.

The service of process in such suit may be made upon our President or his nominee, at 385 Washington Street, St. Paul, MN 55102 and that in any suit instituted against one of them upon this contract, we will abide by the final decision of such court or of any Appellate court in the event of an appeal.

The above named are authorized and directed to accept service of process on our behalf in any such suit and/or upon the request of the Insured (or reinsured) to give a written undertaking to the Insured (or reinsured) that they will enter a general appearance upon our behalf in the event that a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his/her successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Special rule for California. For the State of California we authorize CSC - Lawyers Incorporating Services, 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833 to be served and to mail us the papers.

Special rule for Rhode Island. For the State of Rhode Island we authorize Corporate Service Company, 222 Jefferson Boulevard, Suite 200, Warwick, RI 02888 to be served and to mail us the papers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Paragraph 9., **When We Do Not Renew**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **SECTION IV - LIQUOR LIABILITY CONDITIONS** and **SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY⁺ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION
TRAVELERS PROPERTY COVERAGE PART
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - MINIMUM EARNED PREMIUM

*This endorsement is **EFFECTIVE** 06/23/2021

*and is part of Policy Number: WS400691

*issued to: Dahlonga Tours & More, llc

*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following is added to the Common Policy Conditions:

Minimum Earned Premium

If this insurance is cancelled at your request, we will retain a minimum earned premium in addition to all fully earned premiums and, if applicable, 100% of all fees. After reduction for all fully earned premiums and applicable fees, we will calculate the minimum earned premium by one of the following three methods, whichever is shown by entry below:

(1) 25 % of the remaining premium for this insurance.

(2) \$ _____ .

(3) _____ % of the remaining premium for this insurance or \$ _____ , whichever is greater.

We will consider cancellation of this insurance for nonpayment of premium to be a request by the first Named Insured for cancellation of this insurance.

The provisions of this amendment apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the minimum earned premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COMMON POLICY CONDITIONS -
PROHIBITED COVERAGE - UNLICENSED INSURANCE AND
TRADE OR ECONOMIC SANCTIONS**

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage - Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage - Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.



Effective Date: 06/23/2021 12:01 A.M. at your mailing address

Policy No: WS400691

Named Insured:

Dahlongega Tours & More, llc

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Premises
Medical Expense Limit	\$ EXCLUDED Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000 Any One Person or Organization
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000

BUSINESS INFORMATION

Form of Business: Individual Joint Venture Partnership Limited Liability Company Trust
 Organization, including a Corporation (but not including a partnership, joint venture, trust or limited liability company.)

Loc. # Address of All Premises (Including Zip Code) That You Own, Rent or Occupy

001 19 E Main St Dahlongega GA 30533
Suite F

PREMIUM

Loc. #	Classification	Code No.	Premium Base	Rate		Advance Premium	
				Pr/CO	All Other	Pr/CO	All Other
001	Guides or Outfitters. - Products-completed operations are subject to General Aggregate Limit.	44222 s+	36,000	Included	21.475 \$	Included	\$ 773.00
				Subline Premiums \$.00	\$ 773.00
				Total Advance Premium		\$ 1,242.00	MP

FORMS AND ENDORSEMENTS

The schedule of coverage declarations, forms and endorsements shown on S1D-ILS make up your policy as of the effective date shown above.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

When used as a premium base:

"Area" (premium basis symbol a) means:

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 - a. Courts and mezzanine types of floor openings.
 - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for the entire buildings.
3. The rates apply per 1,000 square feet of area.

"Total Cost" (premium basis symbol c) means:

The total cost of all work let or sublet in connection with each specific project including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per \$1,000 of total cost.

"Admissions" (premium basis symbol m) means:

The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

"Payroll" (premium basis symbol p) means:

1. Commissions;
2. Bonuses;
3. Extra pay for overtime work, except as provided in Paragraph 17;
4. Pay for holidays, vacations or periods of sickness;
5. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
6. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
7. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations to the insured;
8. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
9. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown on the insured's records;
10. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
11. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
12. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
13. The payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners.
The executive officers of a corporation are those persons holding any of the officer positions created by the named insured's charter, constitution or by-laws or any other similar governing document.
The payroll of all executive officers of a corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period, shall not be included for premium purposes.
For part-time or seasonal businesses the payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.
14. The payroll of leased workers furnished to the named insured by a labor leasing firm. Premium on such payroll shall be based on the classifications and rates which would have applied if the leased workers had been the direct employees of the named insured. If payroll is unavailable, use 100% of the total cost of the contract for leased workers as the payroll of leased workers. The premium shall be charged on that amount as payroll.
If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents payroll, such amount shall be considered payroll for premium computation purposes.
15. Fees paid to employment agencies for temporary personnel provided to the insured.
16. Payroll does not include:
 - a. Tips and other gratuities received by employees;
 - b. Payments by an employer to group insurance or group pension plans for employees other than payments covered by Paragraph 5. above.

- c. The value of special rewards for individual invention or discovery;
- d. Dismissal or severance payments except for time worked or accrued vacation;
- e. The payroll of clerical office employees. Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area;
- f. The payroll of salesmen, collectors or messengers who work principally away from the insured's premises.
Salesmen, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer;
Exception: This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
- g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles.
- h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.
- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen" - Code 91805.

17. Overtime

- a. Definition
Overtime means those hours worked for which there is an increase in the rate of pay:
 - (1) For work in any day or in any week in excess of the number of hours normally worked; or
 - (2) For hours worked in excess of 8 hours in any day or 40 hours in any week; or
 - (3) For work on Saturdays, Sundays or holidays.In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.
- b. Exclusion Of Overtime Payroll
The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in (1) or (2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.
 - (1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
 - (2) If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.
The rates apply per \$1,000 of payroll.

"Gross Sales" (premium basis symbol s) means:

- a. The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:
 - (1) All goods or products, sold or distributed;
 - (2) Operations performed during the policy period;
 - (3) Rentals; and
 - (4) Dues and fees.
- b. Inclusions
The following items shall not be deducted from gross sales:
 - (1) Foreign exchange discounts;
 - (2) Freight allowance to customers;
 - (3) Total sales of consigned goods and warehouse receipts;
 - (4) Trade or cash discounts;
 - (5) Bad debts; and
 - (6) Repossession of items sold on installments (amount actually collected).
- c. Exclusions
The following items shall be deducted from gross sales:
 - (1) Sales or excise taxes which are collected and submitted to a governmental division;
 - (2) Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
 - (3) Finance charges for items sold on installments;
 - (4) Freight charges on sales if freight is charged as a separate item on customer's invoice;
 - (5) Royalty income from patent rights or copyrights which are not product sales; and
 - (6) Rental receipts from products liability coverage only.
- d. The rates apply per \$1,000 of gross sales.

"Units" (premium basis symbol u) means:

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone. The rates apply per each unit

Premium basis symbol t means: Refer to classification description.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for;

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate rate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed to the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of the oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazards

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date of the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purposes of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, factors or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - CONTRACTUAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to Exclusion **b.**, **Contractual Liability**, in Paragraph **2.**, **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph **(2)** does not apply to any damages arising out of the:

- a. Sole negligence of the indemnitee; or
 - b. Ownership, operation, chartering, renting, maintenance, use, or entrustment to others of any aircraft, other than any "unmanned aircraft" insured under this Coverage Part.
2. The following is added to the **DEFINITIONS** Section:

"Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after it is manufactured, to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

*This endorsement is **EFFECTIVE** 06/23/2021

*and is part of Policy Number: WS400691

*issued to: Dahlonga Tours & More, llc

*Entry optional if shown in the Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE OF DEDUCTIBLES

Coverage	Amount of Deductible	
Bodily Injury Liability	\$	Each Claim
	\$	Each Occurrence
Property Damage Liability	\$	Each Claim
	\$	Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$	500 Each Claim
	\$	Each Occurrence
Personal and Advertising Injury Liability	\$	Each Claim

PROVISIONS

The following Section is added:

DEDUCTIBLE LIABILITY INSURANCE

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount shown in the Schedule Of Deductibles as applicable to such coverages.
2. The applicable limit of insurance will be reduced by the amount of any damages within the deductible amount. Any aggregate limit will not be reduced by the application of the deductible amount.
3. The deductible amount will also apply towards handling, investigation, adjustment, and legal expenses, even when no payment is made to the claimant, when a compromise settlement is reached, or when the claim is denied.
4. The deductible amount shown in the Schedule Of Deductibles applies as follows:
 - a. Each Claim. If the deductible amount is shown as Each Claim, the deductible amount applies as follows:
 - (1) Under Bodily Injury Liability coverage, to all damages because of "bodily injury" sustained by any one person as a result of any one "occurrence".
 - (2) Under Property Damage Liability, to all damages because of "property damage" sustained by any one person or organization as a result of any one "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION WITH EXCEPTIONS FOR
BUILDING HEATING, COOLING, DEHUMIDIFYING AND PERSONAL HOT
WATER HEATING EQUIPMENT AND HOSTILE FIRE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Exclusion f., **Pollution**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

This paragraph does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a government authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **e.** and **g.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINATION ENDORSEMENT

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. AMENDMENT OF EXCLUSIONS

1. EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

The following replaces Exclusion **p.**, **Electronic Data**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

"Bodily injury" and "property damage" arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate data, including information, facts or programs in any electronic or other format.

2. EXCLUSION - UNSOLICITED COMMUNICATION

The following replaces Exclusion **q.**, **Distribution Of Material In Violation Of Statutes**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

3. EXCLUSION - AIRCRAFT PRODUCTS AND GROUNDING

The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Aircraft Products and Grounding

"Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any "aircraft product" or the "grounding" of any aircraft.

4. EXCLUSION - ASBESTOS OR SILICA

The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Asbestos or Silica

"Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation or respiration of:

(1) Asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused, or contributed to, by the hazardous properties of asbestos; or

(2) Silica or products or substances containing silica.

5. EXCLUSION - DISCRIMINATION

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Discrimination

"Bodily injury" arising out of discrimination, whether intentional or unintentional, based upon a person's sex, sexual orientation, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

6. EXCLUSION - EMPLOYMENT-RELATED PRACTICES

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Employment-Related Practices

"Bodily injury" to:

(1) A person, other than an "independent contractor", arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment or "temporary worker" status; or

(c) Other practice, policy, act or omission related to that person's employment or "temporary worker" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment or "temporary worker" status; or

(2) The spouse, child, parent, brother, sister, domestic partner or member of the household of that person as a consequence of "bodily injury" described in Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be held liable as an employer or in any other capacity; and

(2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. EXCLUSION - FUNGI OR BACTERIA

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Fungi or Bacteria

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the "bodily injury" or "property damage".

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

8. EXCLUSION - LEAD

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Lead

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance.

(2) Any loss, cost or expense arising out of any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

9. EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Violation of Consumer Financial Protection Laws

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

B. AMENDMENT OF LIMITS OF INSURANCE - NONCUMULATION OF LIMITS

The following replaces Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all:

a. Damages under Coverage A because of all "bodily injury" and "property damage"; and

b. Medical expenses under Coverage C because of all "bodily injury";

arising out of any one "occurrence".

Noncumulation of Each Occurrence Limit - If any one "occurrence" causes:

a. "Bodily injury" or "property damage" to which this insurance applies; and

b. "Bodily injury" or "property damage" to which commercial general liability coverage included in one or more prior or future policies issued to you by us, or any of our affiliated insurance companies, applies;

this policy's Each Occurrence Limit applicable to that "occurrence" also will be reduced by the amount of each payment made because of the "bodily injury" or "property damage" described in Paragraph b. above by us or any of our affiliated insurance companies under, and within the applicable limit of insurance of, each such other policy.

C. AMENDMENT OF CONDITIONS - OTHER INSURANCE

1. The following replaces the part of the first paragraph of Paragraph 4., **Other Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that precedes Paragraph a.:

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Noncumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III - Limits Of Insurance** applies or when the Noncumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III - Limits of Insurance** applies if that provision is part of this policy;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

2. The following replaces Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (4) If the loss arises out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**; or
- (5) That is available to the insured when the insured has been added as an additional insured by attachment of an endorsement under any other insurance or is any other insured that is not a named insured under such insurance.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of other insurance has a duty to defend the insured against that "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

D. AMENDMENT OF DEFINITIONS

1. COVERAGE TERRITORY

The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place; or
 - (2) The "personal and advertising injury" is caused by an offense committed;
in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses committed through the Internet or other electronic means of communication;

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

2. LEASED WORKER

The following replaces the definition of "leased worker" in the **DEFINITIONS** Section:

"Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business. However, "leased worker" does not include a "temporary worker".

3. LOADING OR UNLOADING

The following replaces the definition of "loading or unloading" in the **DEFINITIONS** Section:

"Loading or unloading" means the handling of any person or property:

- a. After it is moved from the place where the person or property is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While in or on an aircraft, watercraft or "auto"; or
- c. While being moved from an aircraft, watercraft or "auto" to the place where the person or property is finally delivered.

However, "loading or unloading" does not include the movement of any person or property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

4. PROPERTY DAMAGE

The following replaces the definition of "property damage" in the **DEFINITIONS** Section:

"Property damage" means:

- a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
- b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, data including information, facts or programs in any electronic or other format, is not tangible property.

5. TEMPORARY WORKER

The following replaces the definition of "temporary worker" in the **DEFINITIONS** Section:

"Temporary worker" means a person who is hired to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

6. AIRCRAFT PRODUCT

The following is added to the **DEFINITIONS** Section:

"Aircraft product" means:

- a. Aircraft, including missile or spacecraft, and any ground support or control equipment used with any aircraft, missile or spacecraft;
- b. Any of "your products" manufactured for, used in connection with, or incorporated into aircraft, aircraft parts, aircraft equipment or aircraft accessories, including ground handling tools and equipment;
- c. Any of "your products" used for the purpose of guidance, navigation or direction of aircraft, whether an aircraft is in flight or on the ground; or
- d. Training aids, navigation charts, navigation aids, manuals, blueprints, engineering or other data or advice, and services and labor relating to such aircraft or products.

7. CONSUMER FINANCIAL IDENTITY INFORMATION

The following is added to the **DEFINITIONS** Section:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- b. Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

8. CONSUMER FINANCIAL PROTECTION LAW

The following is added to the **DEFINITIONS** Section:

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- b. California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

9. FUNGI

The following is added to the **DEFINITIONS** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

10. GROUNDING

The following is added to the **DEFINITIONS** Section:

"Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the actual, alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof:

- a. Sold, handled or distributed by the insured; or
- b. Manufactured, assembled or processed by any other person or organization
 - (1) According to specifications, plans, suggestions, orders, or drawings of the insured; or
 - (2) With tools, machinery or other equipment furnished to such persons or organizations by the insured.

Whether such aircraft so withdrawn or restricted are owned or operated by the same or different persons or organizations.

11. INDEPENDENT CONTRACTOR

The following is added to the **DEFINITIONS** Section:

"Independent contractor" means any person who is not the insured's "employee", "temporary worker" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.

12. UNSOLICITED COMMUNICATION

The following is added to the **DEFINITIONS** Section:

"Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT, AUTO OR WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Exclusion **g**, **Aircraft, Auto or Watercraft**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured, an agent of any insured, or an independent contractor providing services for or on behalf of any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured, an agent of any insured, or an independent contractor providing services for or on behalf of any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided that the "auto" is not owned by or rented or loaned to you, any insured, any employee of the insured, any of your "volunteer workers" or any "volunteer workers" of the insured.
- (4) Liability assumed by you under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of any "supplementary machinery or equipment" that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not:
 - (i) Subject to a compulsory or financial responsibility law, or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (ii) Designated as a covered "auto" under your automobile liability insurance; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft chartered with a pilot to any insured. This exception does not apply if:
 - (a) The aircraft is owned by any insured; or
 - (b) Any insured is using the aircraft to carry any person or property for a charge.

2. The following is added to the **DEFINITIONS** Section:

"Supplementary machinery or equipment" means machinery or equipment designed for work, other than the transportation of any person or property on a public road. However, "supplementary machinery or equipment" does not include:

- a.** Any communication device, such as a radio or telephone; or
- b.** Any machinery or equipment that is designed to perform any function normal to the operation of the land vehicle during travel on public roads, such as a steering mechanism.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS GENERAL PROVISIONS FORM
CYBERFIRST GENERAL PROVISIONS FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY⁺ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT
COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND
INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF
TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism
Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

1%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINATION ENDORSEMENT

PERSONAL AND ADVERTISING INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. AMENDMENT OF EXCLUSIONS

1. EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

2. EXCLUSION - KNOWING VIOLATION OF RIGHTS OF ANOTHER

The following replaces Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict that "personal and advertising injury".

This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.

3. EXCLUSION - MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

The following replaces Exclusion b., **Material Published With Knowledge Of Falsity**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

4. EXCLUSION - MATERIAL PUBLISHED OR USED PRIOR TO POLICY PERIOD

The following replaces Exclusion c., **Material Published Prior To Policy Period**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

c. Material Published Or Used Prior To Policy Period

"Personal and advertising injury" arising out of:

(1) Oral or written publication, including publication by electronic means, of material whose first publication took place prior to the policy period; or

(2) Infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed prior to the policy period.

5. EXCLUSION - BREACH OF CONTRACT

The following replaces Exclusion **f.**, **Breach Of Contract**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract.

6. EXCLUSION - INTELLECTUAL PROPERTY

The following replaces Exclusion **i.**, **Infringement Of Copyright, Patent, Trademark Or Trade Secret**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

7. EXCLUSION - INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

The following replaces Exclusion **j.**, **Insureds In Media And Internet Type Businesses**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" arising out of an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal and advertising injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

8. EXCLUSION - POLLUTION-RELATED

The following replaces Paragraph **(2)** of Exclusion **n., Pollution-Related**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

(2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

9. EXCLUSION - WAR

The following replaces Exclusion **o., War**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10. EXCLUSION - ASBESTOS OR SILICA

The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Asbestos or Silica

"Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation or respiration of:

(1) Asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused, or contributed to, by the hazardous properties of asbestos; or

(2) Silica or products or substances containing silica.

11. EXCLUSION - DISCRIMINATION

The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Discrimination

"Personal and advertising injury" arising out of discrimination, whether intentional or unintentional, based upon a person's sex, sexual orientation, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

12. EXCLUSION - EMPLOYMENT-RELATED PRACTICES

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Employment-Related Practices

"Personal and advertising injury" to:

(1) A person, other than an "independent contractor", arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment or "temporary worker" status; or

(c) Other practice, policy, act or omission related to that person's employment or "temporary worker" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment or "temporary worker" status; or

(2) The spouse, child, parent, brother, sister, domestic partner or member of the household of that person as a consequence of "personal and advertising injury" described in Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be held liable as an employer or in any other capacity; and

(2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. EXCLUSION - FUNGI OR BACTERIA

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Fungi or Bacteria

(1) "Personal and advertising injury" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the "personal and advertising injury".

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

14. EXCLUSION - LEAD

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Lead

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance.

(2) Any loss, cost or expense arising out of any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

15. EXCLUSION - UNSOLICITED COMMUNICATION

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

16. EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Violation of Consumer Financial Protection Laws

"Personal and advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such violation.

B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR "PERSONAL AND ADVERTISING INJURY" ASSUMED IN AN "INSURED CONTRACT"

1. The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of "personal and advertising injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal and advertising injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal and advertising injury", provided that:

(1) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages because of "personal and advertising injury" to which this insurance applies are alleged.

2. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between your interests and the interests of the indemnitee;

3. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e. of Section I - Coverage B - Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury" or "property damage", or damages because of "personal and advertising injury", and will not reduce the limits of insurance.

4. The following replaces the first paragraph of Paragraph **f.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. AMENDMENT OF LIMITS OF INSURANCE - NONCUMULATION OF LIMITS

The following is added to Paragraph 4. of **SECTION III - LIMITS OF INSURANCE**:

Noncumulation of Personal and Advertising Injury Limit - If any one person or organization sustains:

- a. "Personal and advertising injury" to which this insurance applies; and
- b. "Personal and advertising injury" to which commercial general liability coverage included in one or more prior or future policies issued to you by us, or any of our affiliated insurance companies, applies;

this policy's Personal and Advertising Injury Limit applicable to that person or organization also will be reduced by the amount of each payment made because of the "personal and advertising injury" described in Paragraph **b.** above by us or any of our affiliated insurance companies under, and within the applicable limit of insurance of, each other such policy.

D. AMENDMENT OF DEFINITIONS

1. PERSONAL AND ADVERTISING INJURY

The following replaces the definition of "personal and advertising injury" in the **DEFINITIONS** Section:

"Personal and advertising injury":

- a. Means injury caused by one or more of the following offenses committed by or on behalf of the insured:
 - (1) False arrest, detention or imprisonment, provided that the claim is made or the "suit" is brought by a person who claims to have been falsely arrested, detained or imprisoned;
 - (2) Malicious prosecution, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been maliciously prosecuted;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (6) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

2. BROADCASTING

The following is added to the **DEFINITIONS** Section:

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.

3. CONSUMER FINANCIAL IDENTITY INFORMATION

The following is added to the **DEFINITIONS** Section:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- b. Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

4. CONSUMER FINANCIAL PROTECTION LAW

The following is added to the **DEFINITIONS** Section:

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- b. California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

5. SLOGAN

The following is added to the **DEFINITIONS** Section:

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

6. TITLE

The following is added to the **DEFINITIONS** Section:

"Title" means a name of a literary or artistic work.

7. UNSOLICITED COMMUNICATION

The following is added to the **DEFINITIONS** Section:

"Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RIDERS OF SADDLE ANIMALS OR PACK ANIMALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Riders Of Saddle Animals Or Pack Animals

"Bodily injury" to or "property damage" to the property of any person arising out of any saddling, riding, mounting or dismounting of any saddle animal or pack animal.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Riders Of Saddle Animals Or Pack Animals

"Personal and advertising injury" to any person arising out of any saddling, riding, mounting or dismounting of any saddle animal or pack animal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SNOWMOBILES, ATVS OR SIMILAR VEHICLES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Snowmobiles, ATVs Or Similar Vehicles

"Bodily injury" to any person or "property damage" arising out of the ownership, operation, maintenance, use, riding, mounting or dismounting of any snowmobile, all-terrain vehicle or similar vehicle.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Snowmobiles, ATVs Or Similar Vehicles

"Personal and advertising injury" arising out of the ownership, operation, maintenance, use, riding, mounting or dismounting of any snowmobile, all-terrain vehicle or similar vehicle.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

- 1.** The following replaces the first two paragraphs of Exclusion **g.**, **Aircraft, Auto or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured, or operated by any "employee" or "volunteer worker" in the course of his or her employment by the insured or while performing duties related to the conduct of the insured's business. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured.

- 2.** The following replaces Exclusion **a.**, **Any Insured**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE C - MEDICAL PAYMENTS:**

a. Any Insured

To any insured.

- 3.** Paragraph **2.a.** of **SECTION II - WHO IS AN INSURED** is deleted.
- 4.** The following replaces Paragraph **2.b.** of **SECTION II - WHO IS AN INSURED:**
 - b.** Any person or organization while acting as your real estate manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CROSS LIABILITY - BROAD FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

- 1. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Cross Liability

"Bodily injury" or "property damage" sustained or alleged by:

- (1)** Any business enterprise in which any insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any insured;
 - (2)** Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in **(1)**;
 - (3)** A present, former, future or prospective partner, officer, director, stockholder or employee of any insured;
 - (4)** Any named insured; or
 - (5)** The spouse, child, parent or sibling of any of the above as consequence of **(1)**, **(2)**, **(3)** or **(4)**.
- 2. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Cross Liability

"Personal and advertising injury" sustained or alleged by:

- (1)** Any business enterprise in which any insured owns an interest, is a partner, or which is a parent, affiliate, subsidiary or sister company of any insured;
- (2)** Any business enterprise directly or indirectly controlled, operated or managed by a business enterprise described in **(1)**;
- (3)** A present, former, future or prospective partner, officer, director, stockholder or employee of any insured;
- (4)** Any named insured; or
- (5)** The spouse, child, parent or sibling of any of the above as consequence of **(1)**, **(2)**, **(3)** or **(4)**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I - Coverage C - Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

2. The following is added to Section I - Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II - Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THESE ENDORSEMENTS CHANGE THE POLICY. PLEASE READ THEM CAREFULLY.

These endorsements modify insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE PART.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Punitive Or Exemplary Damages

Any claim for punitive or exemplary damages, fines, penalties or multiplied damages.

S43-CG (1/14)

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AMENDMENT - DEPOSIT PREMIUM AND MINIMUM PREMIUM

The following replaces Paragraph 5.b., **Premium Audit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Premium shown in this Coverage Part as advance premium is both a deposit premium and a minimum premium for the full policy period. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advance premium, notice of the amount by which it exceeds the advance premium will be sent to the first Named Insured. The due date for the audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

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S56-CG (2/20)

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EXCLUSION - PROFESSIONAL SERVICES

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**:

Professional Services

"Bodily injury" or "property damage" arising out of the providing or failure to provide professional services.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY**:

Professional Services

"Personal and advertising injury" arising out of the providing or failure to provide professional services.

S311-CG (7/18)

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THESE ENDORSEMENTS CHANGE THE POLICY. PLEASE READ THEM CAREFULLY.

These endorsements modify insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE PART.

EXCLUSION - LIQUOR - ABSOLUTE

The following replaces Exclusion **c.**, **Liquor Liability**, in Paragraph **2.**, **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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S354-CG (2/14)

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May 25, 2022

Jameson Kinley
Planning and Zoning Administrator
City of Dahlonega, Georgia
465 Riley Road
Dahlonega Georgia, 30533

PROPOSAL

Comprehensive City-wide Housing Market Study, Needs Analysis, and Strategy Development

Dear Mr. Kinley,

Thank you for reaching out to our firm about the possibility of conducting a study to assess the City of Dahlonega's housing needs and goals. We understand you are interested in a housing analysis that addresses Dahlonega's current housing market, housing affordability and availability, as well as the unique characteristics impacting Dahlonega's market. We appreciate the opportunity to provide the City of Dahlonega a city-wide housing analysis proposal, and we look forward to working on this engagement.

From our past and recent work in the area, we know that multiple aspects of Dahlonega attract a varied audience seeking housing opportunities including UNG students, faculty & staff, tourists, the local workforce, second home buyers, and full-time residents. Our proposed work will provide you with a perspective on how current and future residential market trends will impact Dahlonega over the coming years. The research, analysis, and conclusions can provide key inputs for making future land use, planning, and real estate development policy decisions.

We find that often these housing assessments have dual purposes: first is the technical analysis, which provides abundant data points and interesting insights into your local residential marketplace, which can inform and enhance your decision-making processes for housing locally. The second is the communication aspect, which gives staff and elected officials the tools and information they need to communicate to constituents the rationale for crucial policies related to land use and housing.

Our proposed assessment will answer questions related to the Dahlonega's housing market such as:

- What are the economic and demographic drivers of housing demand city-wide in Dahlonega?
- What does the Dahlonega's future rental housing demand look like? Is there a need and opportunity for more rental housing in the city, both student and non-student?
- What about for-sale housing? What products and price points are likely to be attracted to Dahlonega, and are the City's policies aligned appropriately with future demand for new single-family for-sale product?



- Given that a city's appeal as a tourist destination, what are the impacts and outlook for short-term rentals? How do short-term rentals impact housing attainability?
- Further, how is Dahlonega's housing market impacted by second home purchases?
- What tools or funding resources are available to best position Dahlonega's housing market to improve overall livability?

We see the assignment as incorporating six key elements that will be addressed in the proposed scope of work outlined below:

1. Data analysis of housing supply and demand drivers in Dahlonega
2. Qualitative assessment of local housing preferences
3. Regional/comparable cities analysis
4. Identification of housing demand and corresponding needs/gaps
5. Housing strategy: Recommended alignment of current policy to comply with housing needs
6. Final Report.

Based on our understanding of the issues, we have prepared the following scope of services to conduct a rental housing needs assessment for the City of Dahlonega.

Project Scope

Task 1: Housing Supply/Demand Assessment

Housing Supply/Demand Analysis

We will examine the trends in the performance of the housing market in Dahlonega and the broader regional market to define the current inventory and set of new developments, for-sale and rental communities, etc. This will include an analysis of recent and planned changes to the housing supply in the area, both currently and in the development pipeline. We will evaluate the supply in terms of:

- Unit types
- Age/condition
- Unit characteristics, size, and amenities
- Sales trends, pricing, rents
- Occupancy and tenure trends
- Short-term rental trends
- Second home trends

Housing Demand Analysis

We will assess the housing demand drivers in Dahlonega by examining the following key local economic and demographic trends including:



- Population and household trends
- Employment and local workforce trends
- Household income patterns
- Migration and turnover ratios
- Housing tenure preferences
- Affordable housing needs based on demographic data
- U. of North Georgia's student, faculty, and staff housing demand
- Short-term rental occupancy

We will gather the above data through both primary and secondary research methods.

Task 2: Qualitative Assessment of Local Housing Preferences

As part of the preparation of the housing strategy we will conduct a set of **stakeholder interviews** to get a detailed understanding of the housing market in Dahlonega from an “on-the-ground” perspective. We intend to interview local land use officials, real estate professionals, managers of apartment communities, area developers, and other local stakeholders including major employers.

With your assistance, we will also plan a one-to-two-hour **public information sharing** in which we will deliver a short presentation on our work. This presentation will kick-off an open house-style session in which we will provide boards and other visuals that illuminate our work and findings. This type of sharing session is typically most useful to our work prior to our final analysis so that we can incorporate feedback from the session in our recommendations. However, you may determine that this session is most useful after the bulk of our work and recommendation delivery. Thus, timing of this session is to be determined.

We would also deliver one presentation of the draft or final report to a board or committee of your choosing (typically the city council).

Task 3: Regional/Comparable Cities Analysis

As part of the assessment of local housing supply and demand drivers we will prepare a **Regional/Comparable Cities Analysis** to examine housing by type found in Dahlonega compared to a sample of up to five similar and/or nearby Georgia towns for comparison. This analysis will provide useful information on other similar cities in terms of the mix of housing that best achieves a successful balance in the local housing market for those communities. It is likely that we will use Blue Ridge and Gainesville in the comparative set, both North Georgia destinations that we have recently studied as part of similar analyses described herein.

Task 4: Housing Gap Analysis

We will prepare a housing demand analysis by forecasting housing demand in Dahlonega for the next five years to determine future housing demand by tenure (owner/renter) and price range. This will allow for conclusions regarding the depth of housing needs at all price points. Additionally, this demand will allow us determine demand for housing by householder age.



The demand analysis in this task, combined with the supply analysis in the previous tasks, will be used to determine the portions of the ownership and rental housing markets that are in demand but not attracting new production. We will look at the level of housing production that is required to meet future housing needs over the coming years.

Based on the results of the preceding analytic steps, we will prepare an assessment of the housing need in Dahlonega that considers the following factors:

- The anticipated demand for housing of various types in the city over the coming years by housing type
- The capacity of the current housing inventory to accommodate growth in demand
- The status of future additions to supply already in the development pipeline or planned
- Estimates of any unmet housing needs based upon an assessment of the preceding factors.

Task 5: Aligning Current Policy to Housing Needs

Once we have determined the appropriate level of housing need, a critical next step is to make sure the City's land use policies and regulatory framework are aligned with its long-range opportunities and goals. In this portion of the study, we will identify a series of strategies designed to align housing development with the needs generated by new employment and demographic changes occurring in Dahlonega. We will examine key conditions affecting housing development in terms of:

- Current locations for housing development, both for greenfield development and redevelopment/infill
- Potential housing opportunities near employment and commercial centers
- For-sale and rental housing trends indicating preferred development areas
- Identify current barriers to housing development and the potential tools available to improve existing housing and create future housing which is contextually appropriate for Dahlonega
- Adequacy of land use policies/zoning capacity and approval process to support future housing development.

The purpose of this task in the housing strategy will be to identify a number of specific recommendations for improving the performance of the local housing market in providing a range of housing alternatives to support the economic growth of the community and enhance the quality of life for current and future residents. These recommendations will be tailored to speak to public sector policy initiatives.

Task 6: Final Report

After the analysis period we will prepare a draft report on the results of the preceding tasks that will provide our findings and recommended housing strategy for Dahlonega over the 2022-2027 period. We will provide you with a digital copy of the draft report and be available to discuss the



findings with you at your convenience. As mentioned above, after soliciting and incorporating feedback on our work, we will be available to make one final presentation of the report to the public, or public entities, at your direction.

TIMING AND FEE

Based on our extensive experience conducting this type of analysis, and the suggested scope of services outlined above, we estimate it will take approximately **16 weeks** from your authorization to complete the housing strategy and deliver the first draft of the report.

Our fee for the housing study assignment is **\$45,500**, which is inclusive of all expenses.

Proposed Fee by Task	
Carrollton City-wide Housing Study	
Task 1: Supply and Demand Analysis	\$12,750
Task 2: Qualitative Assessment	\$7,100
Task 3: Comparable Cities Analysis	\$6,200
Task 4: Identify Housing Needs/Gaps	\$8,500
Task 5: Housing Strategy	\$7,500
Task 6: Final Report	\$3,500
TOTAL LUMP SUM FEE	\$45,500

We require a **retainer of \$9,110** for this assignment (20% of the total fee), which will be applied to the final invoice. We will invoice you on a monthly basis for the work completed that month. Our invoices are due and payable within 30 days. The following terms and conditions are an integral part of our proposal.

If this proposal is acceptable to you, please sign and return a copy to us as authorization to proceed. We look forward to continuing our work with you.

All the Best,

Geoff Koski, President
KB | ADVISORY GROUP

Accepted by: _____
 Date: ____/____/____



NOTE: After 20 years, **Bleakly Advisory Group** is now doing business as **KB Advisory Group**.

Terms and Conditions Governing this Research and Report

Accuracy of Report: Every reasonable effort will be made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment will be based on estimates, assumptions and other information developed by KB Advisory Group (“KBAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. KBAG assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our research and report and variations may be material. Therefore, no warranty or representation is made by KBAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: The research product may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of KBAG.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify KBAG via letter and agree to pay for work completed by KBAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third-party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment KBAG’s maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.



FLEET MANAGEMENT

PREPARED FOR:



Rachel McGirr

FLEET CONSULTANT

404-985-9075

PHONE

Rachel.C.McGirr@efleets.com

EMAIL



FLEET SYNOPSIS | CITY OF DAHLONEGA

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 31% of the light and medium duty fleet is currently 10 years or older
- 7.9 years is the current average age of the fleet
- 11 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$593,184 in 10 years

- Shorten the current vehicle life cycle from 11 years to 3.5 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$47,790 in capital from the salvage of 10 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$39.95 vs. current \$115.50
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 2 vehicles predate Anti-Lock Brake standardization (2007)
 - 8 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 21 vehicles predate standardization of back up camera (2018)

Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

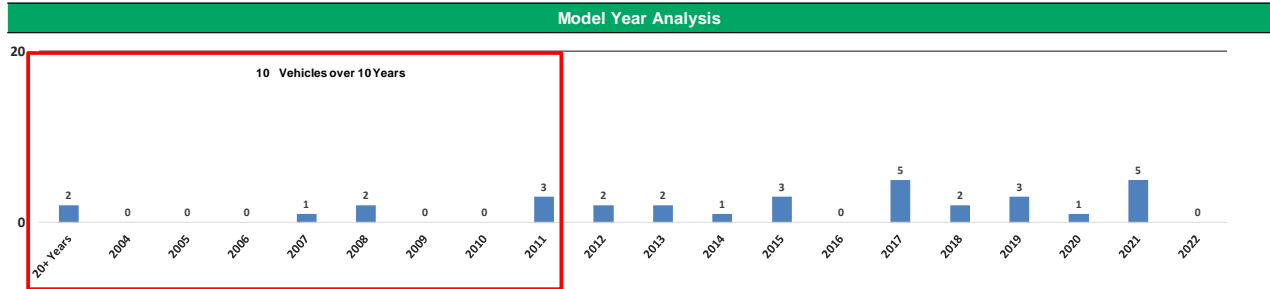
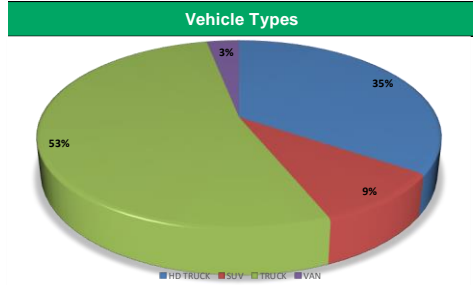
THE RESULTS

By partnering with Enterprise Fleet Management, CITY OF DAHLONEGA will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. CITY OF DAHLONEGA will reduce fuel costs by 25% and reduce maintenance costs from \$115.50 on average to \$39.95 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, CITY OF DAHLONEGA will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, CITY OF DAHLONEGA will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$24,517.

FLEET STATISTICS | CITY OF DAHLONEGA

City of Dahlonega - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized	
Minivan-Cargo	1	9.4	8,100	0	1	0	0	0	0	* Fiscal Year 2022 = 10 years old and older, or odometer over 100,000
Mid Size SUV 4x2	1	8.3	9,200	0	1	0	0	0	0	* Fiscal Year 2023 = 8 years old and older, or odometer over 93,300
Mid Size SUV 4x4-ERV	2	3.3	7,500	0	0	0	1	1	0	* Fiscal Year 2024 = 6 years old and older, or odometer over 86,600
1/2 Ton Pickup Reg 4x2	2	13.0	7,900	2	0	0	0	0	0	* Fiscal Year 2025 = 4 years old and older, or odometer over 79,900
1/2 Ton Pickup Reg 4x4	9	6.8	6,900	2	0	3	2	2	0	* Fiscal Year 2026 = Remaining Vehicles
1/2 Ton Pickup Ext 4x4	4	4.8	7,400	0	1	0	2	1	0	* Underutilized = Annual Mileage less than
1/2 Ton Pickup Quad 4x4	2	4.3	7,300	0	0	0	1	1	0	
3/4 Ton Pickup Reg 4x2	1	25.6	5,400	1	0	0	0	0	0	
3/4 Ton Pickup Ext 4x2	2	10.9	5,900	2	0	0	0	0	0	
3/4 Ton Pickup Quad 4x2	1	3.3	7,300	0	0	0	0	1	0	
1 1/2 Ton Cab Chassis	4	7.9	3,400	2	0	0	0	2	0	
Med Duty Cab Chassis	3	10.4	3,000	1	0	0	1	1	0	
Totals/Averages	32	7.9	6,300	10	3	3	7	9	0	



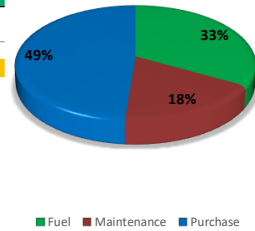
Confidential 4/11/2022 Enterprise FLEET MANAGEMENT

City of Dahlonega - Fleet Planning Analysis

Current Fleet	32	Fleet Growth	0.00%	Proposed Fleet	32
Current Cycle	10.67	Annual Miles	6,300	Proposed Cycle	3.56
Current Maint.	\$115.50			Proposed Maint.	\$39.95
Maint. Cents Per Mile	\$0.22	Current MPG	10	Price/Gallon	\$4.00

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost					Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	32	3.0	32	0	118,745	0			44,352	80,640	243,737	0
'22	32	10	22	10	0	90,245	-47,790	-21,271	35,286	75,600	132,070	111,667
'23	32	6	19	13	0	110,966	-23,673	-21,271	32,566	74,088	172,677	71,060
'24	32	6	16	16	0	134,221	-32,680	-45,990	29,846	72,576	157,973	85,764
'25	32	12	9	23	0	212,802	-86,590	-34,489	23,500	69,048	184,271	59,466
'26	32	13	0	32	0	286,724	-104,348	-161,132	15,341	64,512	101,098	142,639
'27	32	12	0	32	0	286,724		-147,651	15,341	64,512	218,926	24,811
'28	32	13	0	32	0	286,724		-93,437	15,341	64,512	273,139	-29,402
'29	32	9	0	32	0	286,724		-105,126	15,341	64,512	261,450	-17,714
'30	32	9	0	32	0	286,724		-201,482	15,341	64,512	165,095	78,642
'31	32	15	0	32	0	286,724		-189,089	15,341	64,512	177,488	66,249
10 Year Savings											\$593,184	Avg. Sustainable Savings \$24,517



Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	10	3	3	7	9	0
Est \$	\$4,779	\$7,891	\$10,893	\$12,370	\$11,594	\$0
TOTAL	\$47,790	\$23,673	\$32,680	\$86,590	\$104,348	\$0
Estimated Current Fleet Equity**					\$295,080	

* Lease Rates are conservative estimates
 **Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

- Lower average age of the fleet**
 31% of the current light and medium duty fleet is over 10 years old
 Resale of the aging fleet is significantly reduced
- Reduce operating costs**
 Newer vehicles have a significantly lower maintenance expense
 Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**
 Challenged by inconsistent yearly budgets
 Currently vehicle budget is underfunded

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* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

CASE STUDY | CITY OF DAHLONEGA

CASE STUDY | CITY OF FREDERICKSBURG, TX



City lowers fleet maintenance costs by \$127K with Fleet Program.

BACKGROUND

Location: Fredericksburg, TX
Industry: Government
Total vehicles: 75 vehicles

THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles easier, from purchasing to maintenance and driver fueling options.

THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age of their fleet by 60% helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's fleet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

“We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance.”

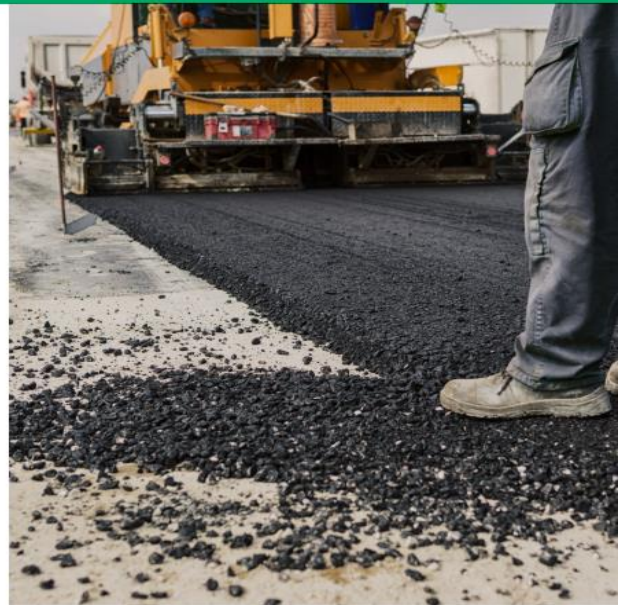
– Brian Peters, Programs Manager

Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

MAINTENANCE
LOWERED BY
83%



**SAVED
\$62,052**
OVER THE LAST 2
REPLACEMENT YEARS

5 YEAR
REPLACEMENT PLAN



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PROGRAM RESOURCES | CITY OF DAHLONEGA

ACCOUNT MANAGEMENT

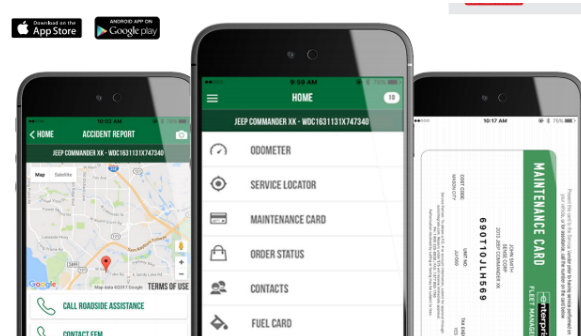
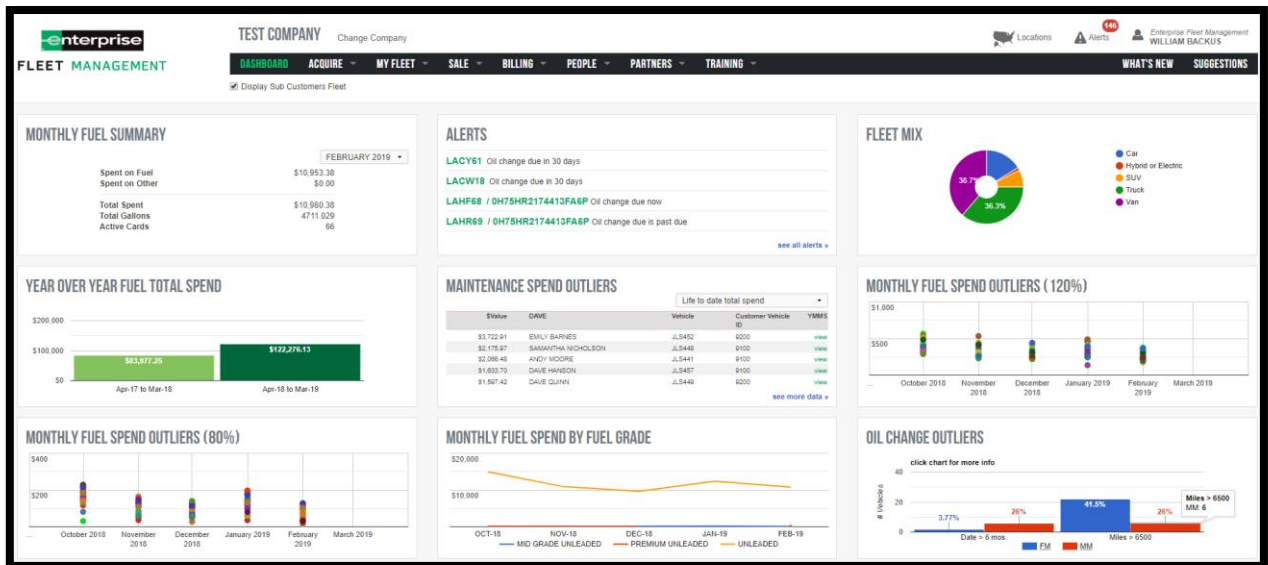
The CITY OF DAHLONEGA will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management’s website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF DAHLONEGA

CURRENT PARTNERS

- City of Canton
- City of Roswell
- City of Savannah
- City of Tybee Island
- City of Pembroke
- Cherokee County
- Effingham County
- City of Waycross
- Jasper County
- Camden County
- City of Covington
- City of Hiram
- City of Grantville
- City of Norcross

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Covington**
Business Phone #: (678) 230-7923
Contact Person: Randy Smith, Finance Director
2. City: **City of Hiram**
Business Phone #: (678) 622-9656
Contact Person: Josh Lonegran, Deputy Chief

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL



FLEET MANAGEMENT



YEAR ONE SPEND & SAVINGS

- Year 1 Replacements: **10**
- Annual lease costs, **\$90,245** *less equity of **\$47,790** from sale of owned vehicles. Will not exceed budget of **\$42,455**
- 12 month cycle BENEFIT: Anticipated additional equity coming back after the first 12 months **\$21,000**
- Year 1 Annual Maintenance savings: **\$9,066**
- Year 1 Annual Fuel Savings: **\$5,040**

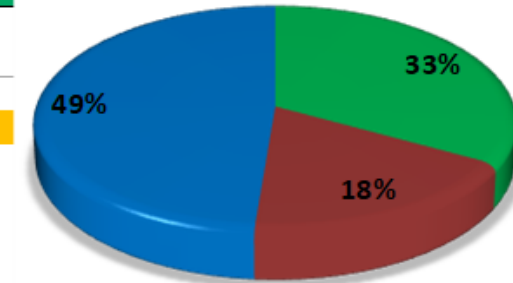
- **Anticipated net impact in year 1: \$111,650**

City of Dahlonega - Fleet Planning Analysis

Fleet Costs Analysis

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'31	32	15	0	32	0	286,724		-189,089	15,341	64,512	177,488	66,249



■ Fuel ■ Maintenance ■ Purchase

10 Year Savings

\$593,184

Avg. Sustainable Savings

\$24,517

Current Fleet Equity Analysis

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