

**CONTRACT
FOR SERVICES OVER \$50,000**

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for **Media Campaign** services is entered into by and between **Purplegator, Inc** (herein referred to as "Contractor"), and the City of Columbus, Department of Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for **Media Campaign**; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. **0985-2023**, passed by Columbus City Council on **4/17/2023**; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from **4/1/2023** to **6/30/2023**. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed **\$85,000.00** unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

09/07/2021

Karen Gray Director will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

Bob Bentz

610-513-0900 (Mobile)

bob@purplegator.com

Purplegator, Inc

1055 Westlakes Drive

Berwyn, PA 19312

888-76-GATOR

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The

City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding

upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

DocuSigned by:
MWR by Anita Clark 4/19/23
5631545F189F46E...

BOARD OF HEALTH

DocuSigned by:
Andrew E. Boy 4/20/23
B300FD97AF1447B...

Signature

Date

Board of Health

Date

Dr. Mysheika W. Roberts, Columbus Public Health

Printed Name, Title and Department

Federal Tax ID Number: 316400223

09/07/2021

CONTRACTOR

Robert J Bentz 3/27/23
Signature Date

ROBERT JAY BENTZ, PRESIDENT

Printed Name and Title
Federal ID Number: 81-4866555

Please list remit address below:

1055 WESTLAKE DRIVE
SUITE 300
BERWYN, PA 19312

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

NOT APPLICABLE

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____, of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)

virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____



3.1.3.4 Cost, Pricing and structure

Investment		\$85,000	
Agency 20%		(\$17,000)	
1 Educational Video (60 sec)		(\$ 1,950)	
Dubbing Video in 4 languages		(\$ 1,000)	
6 Display Creative @ \$225 ea		(\$ 1,350)	
6 Translating Display ads x 4 languages @ \$200 ea		(\$ 1,200)	
15 Video Ad Creative @ \$300 ea		(\$ 4,500)	
15 Translating/Dubbing x 4 languages @\$200 ea (\$ 3,000)			
2 Radio Scripts @\$500 ea		(\$ 1,000)	
2 Translating Radio Scripts x 4 languages @\$2,000 ea		(\$ 4,000)	\$35,000

To Media		\$50,000		
Media/Platforms	To Media	Estimated CPM	\$\$\$ Media	Estimated Impressions
3 TikTok	10%	\$10.00	\$ 5,000	500,000
6 Meta - Facebook	5%	\$14.40	\$ 2,500	173,611
3 Meta - Instagram	15%	\$ 6.70	\$ 7,500	1,119,403
3 SnapChat	5%	\$ 2.00	\$ 2,500	1,250,000
3 CommuterAds	30%	\$ 6.91	\$15,000	2,171,268
3 Mobile Display Banners	5%	\$3.50	\$2,500	714,286
3 Terrestrial Radio	20%	\$30.00	\$10,000	333,333
3 Digital Radio	10%	\$35.00	\$5,000	142,857
Total	100%		\$50,000	6,404,758

CONTACT INFORMATION



Bob Bentz
610-513-0900 (Mobile)
bob@purplegator.com



Purplegator, Inc
1055 Westlakes Drive
Berwyn, PA 19312
888-76-GATOR

CHUBB®

Chubb Group of Insurance Companies
 202B Hall's Mill Road
 Whitehouse Station, NJ 08889

**Commercial Umbrella Liability
 Coverage Form
 Declarations**

Policy Symbol: UMB		Previous Policy Symbol: UMB	
Policy Number: D96073859		Previous Policy Number: D96073859	
COVERAGE IS PROVIDED IN THE COMPANY SHOWN BELOW ACE Property and Casualty Insurance Company 436 Walnut Street Philadelphia, PA 19106			
Named Insured and Address		Producer Name and Address	
PURPLEGATOR INC 1055 WESTLAKES DR BERWYN, PA, 19312		LIONSTONE INSURANCE ADVISORS LLC - CISA 687 WEST LANCASTER AVE WAYNE, PA, 19087-0000 PRODUCER CODE 0051837-00052	
Policy Period: 04-23-2023		to 04-23-2024	
12:01 A.M Standard Time at the Address of the Named Insured as stated herein			
Limits of Insurance			
\$ 1,000,000 Each Occurrence			
\$ 1,000,000 General Aggregate			
\$1,000,000 Products Completed-Operations Aggregate \$0 Self-Insured Retention			
Policy Period Premium			
\$ 525 Premium		\$ 25 Terrorism Premium included in Annual Premium	
\$ 0.00 State Surcharge			
\$ 525.00 Premium, including all Surcharges and Assessments			
Schedule of Underlying Insurance			
Underlying Policy Type: Businessowners Company		Policy Number: SERPAD960739143N	
		Limits of Insurance Limit Amount	
ACE Property And Casualty Insurance Company		Other Than Products-Completed Operations Aggregate	
		\$2,000,000	
Policy Period 04-23-2023 to 04-23-2024		Products-Completed Operations Aggregate	
		\$2,000,000	
<input checked="" type="checkbox"/> Including Hired and Non Owned Only Auto		Liability and Medical Expenses Per Occurrence	
		\$1,000,000	



Commercial Umbrella Liability Coverage Form Declarations

Liability (within GL)

Employee Benefits Liability

Underlying Policy Type: Employers Liability

Policy Number: **670649**

Limits of Insurance Limit Amount

Company

Bodily Injury by Accident

ChubbNationalInsuranceCompany

Each Accident \$1,000,000

Bodily Injury By Disease

Each Policy \$1,000,000

Policy Period 03-23-2023 to 03-23-2024

Each Employee \$1,000,000

In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.

ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, loss, liability, or legal obligation arising out of or related in any way to asbestos or asbestos-containing materials

All other terms and conditions of the policy remain unchanged.

CHUBB®**SIGNATURES**

Named Insured PURLEGATOR INC		Endorsement Number CC1K11j0321	
Policy Symbol UMB	Policy Number D96073859	Policy Period 04-23-2023 to 04-23-2024	Effective Date of Endorsement 04-23-2023
Issued By (Name of Insurance Company) ACEPC			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

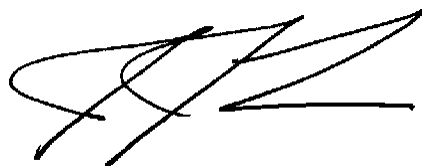
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



JULIET SCHWEIDEL, Secretary



JOHN J. LUPICA, President

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured PURPLEGATOR INC			Endorsement Number ALL211011106
Policy Symbol UMB	Policy Number D96073859	Annual Period 04-23-2023 to 04-23-2024	Effective Date of Endorsement 04-23-2023
Issued By (Name of Insurance Company) ACE Property And Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the Policy referenced above, except as expressly stated herein.

All other terms and conditions remain unchanged.

Authorized Representative



ACE GROUP SPECIALTY CLAIMS LOSS NOTIFICATION FORM

Today's Date: 2023-03-25

FORWARD BY FAX, MAIL OR E-MAIL TO:

ACE North American Claims
P.O. Box 5122
Scranton, PA 18505-0554
Fax No.: (866)635-5687
Toll Free: 844-539-3801

ACECRS-CLAIMS@acegroup.com

Notice of: (check all that apply)

- First-Party Claim
- Third-Party Claim
- Other _____
- Potential Claim
- Litigation Initiated

Insured's Name & Contact Information

Company Name: PURPLEGATOR INC Point of Contact: _____

Address: 1055 WESTLAKES DR, BERWYN, PA 19312

Phone Number: _____

Broker/Agent's Name & Contact Information

Company Name: Internal Users Point of Contact: _____

Address: _____

Phone Number: _____

Policy Information

Policy Number: D96073859 Policy Period: 04-23-2023 to 04-23-2024

Limits of Liability: \$1,000,000 per \$1,000,000 agg Self-Insured Retention/Deductible: \$0

Loss Information

Date of Incident/Claim: _____ Location: _____

Claimant Name/Address: _____

Description of Loss: _____

Please list all attached or enclosed documentation: (check if none provided)

Name of Person Completing This Form: _____ Signature: _____

**COMMERCIAL UMBRELLA COVERAGE LIMITATION ENDORSEMENT
(NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The policy is amended by adding the following:

Notwithstanding any other endorsement to this policy, the insurance coverage provided by this policy will not be broader than the insurance coverage provided by the "underlying insurance".

In the event of an inconsistency or variance between (a) exclusions, restrictions or limiting terms and conditions in this policy and (b) exclusions, restrictions or limiting terms and conditions in the "underlying insurance" addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision. This applies to supersede endorsements in this policy that may under some circumstances create exceptions to exclusions. Such exceptions shall not apply unless they also appear in and apply to "underlying insurance".

All other terms and conditions of the policy remain unchanged.

Absolute LIQUOR LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion c. in **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

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.

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

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood;
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4)** Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA 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:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

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:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: UMBPAD960738593N

IL 09 85 12 20

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ 25
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
CU21300115,IL09850115,IL09851220	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall 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.

POLICY NUMBER: D96073859

COMMERCIAL LIABILITY UMBRELLA
CU 24 29 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESSOWNERS LIABILITY CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Limits Of Insurance	
Each Occurrence Limit:	\$ 1,000,000
Aggregate Limit (except with respect to "covered autos"):	\$ 1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section III – Limits Of Insurance is replaced by the following:

Section III – Limits Of Insurance

1. The Limits Of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of:
 - a. All "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - b. All "personal and advertising injury" sustained by any one person or organization.

4. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies 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.

CHUBB®

Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <https://www2.chubb.com/us-en/agents-brokers/producer-compensation.aspx> or by calling the following toll-free telephone number: 1-866-512-2862.

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**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A

\$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ <u>25</u>
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

Insurance Company

Policy Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions** is replaced by the following:

- 9.** If we make any payment due to an "occurrence" and the insured recovers from another party in a separate claim or "suit", the insured shall hold the proceeds in trust for us and pay us back the amount we have paid less reasonable attorneys' fees, costs and expenses incurred by the insured to the extent such payment duplicates any amount we have paid under this coverage.



ACE Property And Casualty Insurance Company

Businessowners Policy Declarations

This Policy is issued by the stock insurance company listed above (“Insurer”).

AT LEAST ONE OF THE ENDORSEMENTS IS A CLAIMS MADE AND REPORTED COVERAGE SECTION. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS COVERAGE SECTION COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD. PLEASE READ THIS COVERAGE SECTION CAREFULLY. THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE DEDUCTIBLE OR RETENTION AMOUNT, WHICHEVER IS APPLICABLE.

NON-PARTICIPATING WITH REGARD TO PAYING DIVIDENDS TO POLICYHOLDERS.

Policy Number: D96073914
Renewal of: SERPAD960739143N

Named Insured & Principal Address:
PURPLEGATOR INC
1055 WESTLAKES DR
BERWYN, PA 19312

Policy Period: From 04-23-2023 To 04-23-2024
12:01 AM Standard Time at your Principal
address shown

ADVANCED PREMIUM \$664.00

Admitted Status: Admitted

Auditable/Not Auditable: Yes
Auditable Period: Annual

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

Business Description: Services

Section 1. **PROPERTY**

Coverage	Limit of Insurance	Deductible	Revised Period of Indemnity	Premium
Business Income and Extra Expense Limit of Insurance	Actual Loss Sustained	72 hours	12 Months	Included

Described Premises:1055 WESTLAKES DR, BERWYN, PA 19312

Prem. No.	Build No.	Coverage(s)	Limit Of Insurance	Deductible	Valuation	Coinsurance	Premium
1	1	Business Personal Property	\$11,021	\$1,000	Replacement Cost	Waived	\$50.00

WIND COVERAGE

Windstorm or Hail Deductible Percentage
Wind Deductible Dollar Amount

N/A
\$1,000

Wind Excluded

No

Wind Premium:**Included****OPTIONAL COVERAGE DEDUCTIBLE \$500**

(applies to Money and Securities, Employee Dishonesty, Outdoor Signs, Forgery or Alteration, Change in Controlled Environment – Perishable Property)

ADDITIONAL COVERAGES (Optional)

Total Terrorism (TRIA) Premium: \$1
Total Property Premium: \$50

Section 2. LIABILITY

Described Premises: 1055 WESTLAKES DR, BERWYN, PA 19312

Prem. No.	Classification	Class Code	Rating Basis	Premium Basis	Premium	
					Prem/Ops	PR/CO
1	Advertising and Related Services	63651	Area	800	\$293	0

LIMITS

Other than Products/Completed Operations Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$2,000,000	
Liability and Medical Expenses	\$1,000,000	Per Occurrence
Damage to Premises Rented to You	\$1,000,000	Any One Premises
Medical Expense	\$5,000	Per Person
Combined Total Aggregate	\$2,000,000	All Locations Combined

Item C. OPTIONAL COVERAGES (LIABILITY)

PRIVACY LIABILITY & DATA BREACH**LIMITS**

Privacy Liability Each Claim Limit	\$25,000
Privacy Liability Aggregate	\$25,000
Data Breach Fund Each Claim	\$10,000
Data Breach Aggregate	\$10,000
Maximum Policy Aggregate Limit of Liability	\$35,000
Retention	\$1,000
Retroactive Date:	04-23-2021

Total Data Breach Liability Premium: \$75

Total Privacy Liability Premium: \$35

Total Optional Coverages Premium:	\$204
Total Terrorism (TRIA) Premium:	\$6
Total General Liability Premium:	\$293
Total Policy Premium:	\$664.00

Item E. **COVERAGE FORMS**

Form Number	Edition	Title
BOP43591f	1120	BUSINESSOWNERS POLICY DECLARATIONS
CC1K11j	0321	SIGNATURES
BOP43603	0814	GENETICALLY MODIFIED ORGANISM OR SUBSTANCE EXCLUSION
BOP43828	0614	ASBESTOS MATERIAL EXCLUSION
BOP45202	0215	PRIVACY LIABILITY AND DATA BREACH FUND ENDORSEMENT
BP0003	0713	BUSINESSOWNERS COVERAGE FORM
BP0404	0110	HIRED AUTO AND NON-OWNED AUTO LIABILITY
BP0501	0702	CALCULATION OF PREMIUM
BP0517	0106	EXCLUSION - SILICA OR SILICA-RELATED DUST
BP0595	0514	ELECTRONIC DATA LIABILITY - LIMITED COVERAGE
BP1407	0110	BUSINESS INCOME AND EXTRA EXPENSE - REVISED PERIOD OF INDEMNITY
BOP47663b	0117	BUSINESSOWNERS PROPERTY ENHANCEMENTS
BP0523	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BOP48573	0117	LEAD EXCLUSION
BOP47643	0316	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BOP48528	1016	ASBESTOS, SILICA OR SIMILAR COMPOUNDS, INCLUDING MIXED DUST EXCLUSION

BOP47635a	0716	BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
ALL21101	1106	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
BOP49269	0517	PERIOD OF RESTORATION DEFINITION – WAITING PERIOD AMENDED
BP0598	0713	AMENDMENT OF INSURED CONTRACT DEFINITION
BOP47646a	0916	EXCLUSION - TANNING DEVICES
BOP49665	0817	COMMUNICABLE OR INFECTIOUS DISEASES EXCLUSION - TOTAL
BOP50397	0518	MARIJUANA EXCLUSION
BOP43862	0914	POLLUTION, ORGANIC PATHOGEN, SILICA, ASBESTOS AND LEAD EXCLUSION WITH HOSTILE FIRE AND HUMAN FOOD PRODUCT EXCEPTIONS
BOP51381	1018	OPIOIDS GOODS OR PRODUCTS EXCLUSION - TOTAL
TR19604e	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
BP0515	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
ALL20887b	1017	CHUBB PRODUCER COMPENSATION PRACTICES AND POLICIES
BP1560	0221	CYBER INCIDENT EXCLUSION
BP0142	0315	PENNSYLVANIA CHANGES
BP0191	0702	PENNSYLVANIA NOTICE
BP0607	0511	PENNSYLVANIA CHANGES - DEFENSE COSTS

Item F. Notice under this **Policy** shall be given to:
Chubb North America Claims
P.O. Box 5122
Scranton, PA 18505-0554
Toll Free: 844-539-3801
claims.smallbusiness@chubb.com

Item G. Producer Name and Mailing Address

LIONSTONE INSURANCE ADVISOR LLC
687 WEST LANCASTER AVE
WAYNE, PA 190870000

Item H. Producer Code: 20080C

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by its President and Secretary, and countersigned by a duly authorized representative of the **Insurer**.

DATE: 03-24-2023

Authorized Representative

CHUBB®**SIGNATURES**

Named Insured PURLEGATOR INC			Endorsement Number CC1K11j0321
Policy Symbol SER	Policy Number D96073914	Policy Period 04-23-2023 to 04-23-2024	Effective Date of Endorsement 04-23-2023
Issued By (Name of Insurance Company) ACE PROPERTY AND CASUALTY INSURANCE COMPANY			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

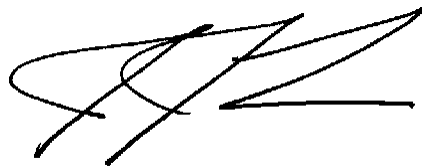
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



 JULIET SCHWEIDEL, Secretary



 JOHN J. LUPICA, President

 Authorized Representative

GENETICALLY MODIFIED ORGANISM OR SUBSTANCE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The policy is amended as follows:

1. The following exclusion is added to **SECTION II – LIABILITY**:

This insurance does not apply to:

Genetic Modifications

- (1) "Property damage" arising out of, in connection with, caused directly or indirectly by, or in any way related to any "genetically modified organism or substance", however caused, including but not limited to "property damage" arising out of or in connection with, caused directly or indirectly by, or in any way related to, the actual, alleged or threatened use, development, testing, discharge, disposal, dispersal, mishandling, migration, pollination, inhalation, ingestion, existence, breeding, presence, spread, release, or escape of, exposure to, or mixing, co-mingling or contact with, any "genetically modified organism or substance", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, claim, "suit" or order that any insured or others abate, test for, monitor, clean up, remove, contain, treat, neutralize, detoxify, remediate, dispose of, or in any way respond to or assess the effects of any "genetically modified organism or substance"; or
 - (b) Request, demand, claim, "suit" or order by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, neutralizing, detoxifying, remediating, disposing or in any way responding to, or assessing the effect of any "genetically modified organism or substance".

We will have no duty to investigate any claim or defend any "suit" arising out of or in any way related to any "genetically modified organism or substance" excluded by this endorsement.

2. The following definitions are added to **SECTION II – LIABILITY, Section F. Liability and Medical Expenses Definitions**:

"Genetically modified" means a process through science, engineering, biotechnology, technology or any other means or method that changes, alters, mutates or manipulates the genome, the chromosomes, the sequence of DNA, or the DNA of a gene or otherwise modifies a gene, changes the genetic makeup of cells, silences, depresses, represses or lessens the expression of a gene, removes a gene, or moves one or more genes across species boundaries. The term "genetically modified" includes, but is not limited to, any novel combination of genetic material obtained through the use of modern biotechnology, genetic engineering, gene therapy, cloning, recombinant DNA technology, transgenic technology and nuclear

transfer technology. However “genetically modified” does not mean the traditional horticultural practices of crossbreeding, plant limb grafting, or radiation breeding by random mutagenesis.

“Genetically modified organism or substance” means any “genetically modified” food, feed, bean, seed, plant, grain, crop, shrub, tree, organism, virus, microbe, animal or any other material, organism, life form, or substance, living or dead.

3. The addition of this endorsement does not imply that other policy provisions, including but not limited to any “products-completed operations hazard” exclusion or pollution or contamination exclusion, do not also exclude coverage for any “genetically modified organism or substance”.

All other terms and conditions of this policy remain unchanged.

ASBESTOS MATERIAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following supersedes the terms and conditions of this policy. This policy does not provide coverage for the following:

- 1) demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material.
- 2) any government direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Authorized Representative