

**AGREEMENT WITH BAY AREA EDUCATIONAL THEATER COMPANY  
FOR RECREATION INSTRUCTOR SERVICES**

This Agreement is made and entered into this day \_\_\_\_\_ by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and Bay Area Educational Theater Company, a 501(c)(3) ("CONTRACTOR").

**RECITALS**

A. CITY desires certain instructor services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these instructor services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**Section 1. Scope of Services.** CONTRACTOR shall perform the scope of services as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**Section 2. Duties of Contractor.** CONTRACTOR represents that it is qualified to furnish the services described under this Agreement. CONTRACTOR shall be responsible for employing or engaging any persons necessary to perform the services of CONTRACTOR. CONTRACTOR agrees to the following provisions:

- a. CONTRACTOR shall cooperate with other City parks and recreation programs and at all times to exercise reasonable and diligent care to protect CITY property.
- b. CONTRACTOR shall hold its planned class or classes if at least the required minimum number of students have enrolled in the course as set forth in Exhibit A.
- c. CONTRACTOR shall attend required training programs provided by the CITY's Parks and Recreation Department and to assist with publicity by giving demonstrations or participating in Department shows, fairs and special events.
- d. CONTRACTOR shall not allow any person to participate in the program who is not registered either through the Department, or a partner city in a jointly offered program.
- e. CONTRACTOR shall be responsible for insuring that all participants in City-sponsored programs are registered, and registration shall be done on a Department standard registration form with the participant's or parent/guardian signature.
- f. CONTRACTOR may only use City provided participant information for purposes directly related to the participant's enrollment or participation in the specific activity in which they are enrolled. CONTRACTOR shall not use this participant information to contact participant for any other purpose and may not provide this information to any third-party organization or individual unless specifically approved by the CONTRACTOR'S city representative. CONTRACTOR may provide participant, or parent of participant, if participant is a minor; the opportunity within the classroom setting to voluntarily provide their contact information to CONTRACTOR for other purposes.
- g. CONTRACTOR shall obtain a business license from the City in accordance with San Mateo Municipal Code Chapter 5.06

**Section 3. Duties of City.** CITY shall assist in providing or arranging for the location, registration,

direction and supervision of the instructive services to be provided. CITY will provide Contractor complete class lists prior to the start of each teaching session.

**Section 4. Term.** The services to be performed under this Agreement shall commence on June 16, 2024, and be completed on August 31, 2025.

**Section 5. Payment.** City shall compensate CONTRACTOR as set forth in Exhibit A to the Agreement, attached and incorporated by reference.

**Section 6. Termination.** Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement for any reason or without cause upon written notice. Payment will be given for services rendered prior to termination. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

**Section 7. Interest of Contractor.** CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

**Section 8. Contractor's Status.** CONTRACTOR shall at all times be considered an independent contractor under this Agreement as defined in Labor Code Section 3353. CITY will exercise no control over the means by which CONTRACTOR performs the services set forth in Exhibit A. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

**Section 9. Indemnity.** CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONTRACTOR's duty to indemnify shall survive expiration or early termination of this Agreement.

**Section 10. Insurance.** CONTRACTOR shall provide and maintain a Certificate of Insurance and an Endorsement that satisfies the insurance requirements set forth in Exhibit B.

**Section 11. Nonassignability.** Both parties hereto recognize that this Agreement is for the services of CONTRACTOR and cannot be transferred or assigned by CONTRACTOR without the prior written consent of CITY.

**Section 12. Waivers.** The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

**Section 13. Adherence to Laws, Statutes, Ordinances and Regulations.** CONTRACTOR agrees to adhere to any and all laws, statutes, ordinances and regulations in the performance of this Agreement, including but not limited to adherence with the Americans with Disabilities Act and any anti-discrimination or harassment laws and regulations. CONTRACTOR agrees to abide and adhere to the City of San Mateo Municipal Code.

**Section 14. Fingerprinting.** CONTRACTOR, including contractors who do not work with minors, shall

comply with the fingerprinting requirements set forth in Education Code Section 10911.5. If CONTRACTOR is an organization and not an individual, CONTRACTOR shall:

- a. Confirm, before instruction begins and throughout the term of this contract, that none of its employees or subcontractors have been convicted of any of the offenses specified in Public Resources Code 5164;
- b. Maintain a "Contract for Subsequent Arrest Notification" with the Department of Justice so that CONTRACTOR will be notified by the DOJ of any employees or subcontractors who become disqualified subsequent to their initial clearance; and
- c. Immediately discontinue use of and notify the CONTRACTOR'S city representative if any of CONTRACTOR's staff that have already worked or are working with minors in programs as part of this Agreement are determined to be in violation of Education Code 10911.5 or have been convicted of any of the offenses specified in Public Resources Code 5164.

**Section 15. Mandated Reporter.** If CONTRACTOR will work with minors, CONTRACTOR shall comply with the mandated reporting requirements of Penal Code Sections 11164 et seq. If CONTRACTOR works with seniors or dependent adults, CONTRACTOR must comply with Welfare and Institutions Code Sections 15630.

**Section 16. National Abuse Registry Checks.** No person who is listed on the National Abuse Registry (<https://www.nsopw.gov/>) may work with minors in any capacity for the City. By entering into this Agreement, CONTRACTOR represents and warrants that they are not listed on the National Abuse Registry Check. If Contractor is an organization and not an individual, CONTRACTOR represents and warrants that none of its employees, subcontractors, agents, or volunteers are listed on the National Abuse Registry.

**Section 17. Tuberculosis Testing.** If CONTRACTOR will work with minors, CONTRACTOR shall comply with Public Resources Code Section 5163 and shall submit a TB certificate providing proof of a negative test within the previous two years to the Department. Thereafter, CONTRACTOR agrees to file a new TB certificate at least within four years of the prior certification.

**Section 18. Satisfaction Guarantee.** CONTRACTOR agrees that no payment shall be received if a participant withdraws from a class under the *Satisfaction Guarantee* policy. In accordance with the *Satisfaction Guarantee* policy, any participant who is dissatisfied may request a 100% refund and neither the CITY nor the CONTRACTOR will receive revenue/payment.

**Section 19. Intellectual Property.** CONTRACTOR represents and warrants to CITY that neither CONTRACTOR, in performing services under this Agreement, nor any of the materials to be used by CONTRACTOR in the performance of services will infringe upon or violate the copyright, trademark or proprietary rights of any person whomsoever. CONTRACTOR further represents and warrants to CITY that CONTRACTOR will not use any trade secret or confidential proprietary information owned by any third party in performing services under this Agreement. CONTRACTOR agrees to indemnify, defend and hold CITY harmless from any suit, demand, or claim made against CITY based on violation of copyright, trademark or proprietary infringement, and CONTRACTOR further agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any reasonable attorney's fees incurred by CITY in defending against such suit, demand, or claim. The obligations set forth in this special provision shall survive termination or expiration of this Agreement.

If CONTRACTOR provides services on City property, the CITY agrees to provide a site license from one or more of the music license companies to allow CONTRACTOR to use copyrighted music within the context of providing the services outlined in Exhibit A.

**Section 20. Mediation.** CITY and CONTRACTOR agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

**Section 21. Notices.** All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:                      **Joanne Magrini**  
City of San Mateo  
330 W. 20<sup>th</sup> Ave  
San Mateo, CA 94403

To CONTRACTOR:        **Bay Area Educational Theater Company**  
Attn: Scott Urman  
1030 Terminal Way  
San Carlos, CA 94070

**Section 22. Agreement Contains All Understandings; Amendment.** This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

**Section 23. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

CITY OF SAN MATEO

CONTRACTOR

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Joanne Magrini
Date

Director, Parks & Recreation

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Scott Urman

Date

President

Bay Area Educational Theater

Company

APPROVED AS TO FORM

Mazarin Vakharia Date

Assistant City Attorney

**Attachments:**

Exhibit A: Scope Of Instructional Services And Payment Schedule

## Exhibit B: Insurance Requirements

**EXHIBIT A**  
**SCOPE OF INSTRUCTIONAL SERVICES**  
**AND PAYMENT SCHEDULE**

**1. Contractor Information**

Contractor Name	Bay Area Educational Theater Company		
Main Contact	Scott Urman		
Address	1030 Terminal Way, San Carlos, CA 94070		
Phone #1	650.867.4856	Phone #2	
Email Address	scott.d.urman@gmail.com		

**2. Agreement Term**

From:	June 16, 2024	To:	August 31, 2025
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**3. Instructional Services - CONTRACTOR agrees to provide the following services:**

Activity/Activity Type	Virtual or in-person?	Drop-ins offered?	Minimum Enrollment
Youth Theater Camps	In-person	No	35

**4. Instructional Terms – For the performance of instructional services listed in Section 3, the CITY will compensate the CONTRACTOR as follows:**

Select One	Rate		Type
X	70	%	Of in-person and/or virtual courses held on CITY property less the administrative factor surcharges
		%	Of in-person and/or virtual courses held off CITY property less the administrative factor surcharges
			Other (described):

**5. Materials Terms: CONTRACTOR shall purchase, obtain, and provide all class materials at the CONTRACTOR'S expense except as described below:**

Select One	Rate per participant		Type
X	Varies	\$	Added to course fee and paid in full to Contractor. Material rates per participant varies with mutual agreement between Contractor and CITY.
		\$	
		\$	

**6. Special Terms**

- a. COURSE CANCELLATION: If course is cancelled due to low enrollment, neither city nor Contractor will receive revenue/payment due to patrons being refunded 100%. Refer to Independent Contractor Handbook.
- b. CLASS CANCELLATION: Make-up classes will be held at the discretion of the Parks and Recreation Department.
- c. CONTRACTORS unless otherwise agreed, agrees to use Zoom for virtual classes and must adhere to the security settings required by the City of San Mateo IT department.

**7. Payment Terms – CONTRACTOR shall be paid upon the following basis:**

Select One	Terms
X	In one installment at end of each session, per Recreation Production Schedule
	Other (describe):

**8. CONTRACTOR agrees to the following terms in regard to payment:**

- a. Payment of the amount due will be paid to the CONTRACTOR within three (3) weeks of the end of the session.
- b. CONTRACTOR understands that fees for registrants signing up for a class after the start date or withdrawing from a class before the end date may result in pro-rated fees and thus the payment will also be prorated.
- c. Payment may be delayed if attendance is not confirmed with Parks and Recreation Staff in a timely manner.
- d. The total amount payable to CONTRACTOR shall not exceed \$254,000.

## EXHIBIT B INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain a Certificate of Insurance and endorsements that shows the following coverage:

<input checked="" type="checkbox"/> Low to Medium-Risk Activities \$1,000,000 each occurrence and \$2,000,000 Aggregate Limit Minimum	<input type="checkbox"/> High-Risk Activities \$2,000,000 each occurrence and \$4,000,000 Aggregate Limit Minimum <i>(Not offered through Alliant)</i>
Lectures, Seminars etc.  Music Lessons-Group or Private Book Club Adult/Youth Dance and Fitness Arts and Crafts (not involving heavy machinery or hazardous materials) Learning and Enrichment (Science, cooking, language, etc.) Yoga/Chair Yoga Other: _____	Physical Sports- Contact Football, Tennis, Swimming, Softball etc. Horseback riding Skateboarding, Ice Skating, etc. Sailing or other water sports Gymnastics Martial Arts Cheerleading Other: _____

**A. Coverage shall be at least as broad as:**

- Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence (\$2,000,000 if required above). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Proof of Automobile Insurance** for the vehicle the Contractor will use as required by the State of California. If the Contractor's vehicle changes, it is the Contractor's responsibility to update the proof of automobile insurance provided to the City.
- Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Certificate Holder:**

City of San Mateo  
330 W 20<sup>th</sup> Ave  
San Mateo, CA 94403

**B. Insurance Endorsement Requirements:**



The CGL policy is to contain, or be endorsed to contain, the following provisions:

**1. Additional Insured Endorsement**

The City, its elected and appointed officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The additional insured endorsement should be a separate document from the certificate and should indicate: "The City of San Mateo, its elected and appointed officials, employees, and agents are named as additional insured."

**2. Primary & Non-Contributory Endorsement**

For any claims related to this contract, the Contractor's CGL coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

**3. Waiver of Transfer (Subrogation) Endorsement**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Waiver of Transfer (Subrogation) Endorsement should be a separate document from the certificate and should indicate: "The City of San Mateo, its elected and appointed officials, employees, and agents are named as additional insured."

**C. Additional Insurance Information**

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be cancelled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this Exhibit. All certificates and endorsements are to be received and approved by the City before work commences, at least **30 days** before programming begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Failure to provide required insurance documents may result in cancellation or postponement of scheduled programming.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Insurance Associates, Inc. 2270 Douglas Blvd #212 Roseville CA 95661	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 650-592-7333 <b>FAX (A/C, No):</b> 650-594-4936 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Bay Area Educational Theater 1030 Terminal Way San Carlos CA 94070	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Great American Assurance INSURER B : Great American Alliance INSURER C : INSURER D : INSURER E : INSURER F :
License#: 0467457 BAYAREA-04	NAIC # 26344 26832

**COVERAGES**

CERTIFICATE NUMBER: 342300170

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PAC537370019	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  Y / N N / A	UMB537370120	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of San Mateo, its elected and appointed officials, employees, volunteers and agents are named as additional insured as per attached form CG2026 ED 04-13. This insurance shall apply as primary insurance as respects any Person, Organization, Partnership or Joint Venture named above, and any other insurance available to such Person, Organization, Partnership or Joint Venture shall be excess and not contributory with the insurance afforded by the policy. as per form CG 20 01 (Ed. 0413).  
Abuse or Molestation \$1,000,000

**CERTIFICATE HOLDER****CANCELLATION**

City of San Mateo  
330 West 20th Avenue  
San Mateo CA 94403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Oma Bonny*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**  
CITY OF SAN MATEO, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES,  
VOLUNTEERS AND AGENTS AS INSURED WITH RESPECT TO THIS AGREEMENT  
AND THE PERFORMANCE OF SERVICES IN THIS AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

Policy No. PAC 537-37-00 - 20

**ABUSE OR MOLESTATION COVERAGE FORM  
DECLARATIONS PAGE**

**NAMED INSURED:** BAY AREA EDUCATIONAL  
THEATER COMPANY

**POLICY PERIOD:**  
01/13/24 to 01/13/25

**LIMITS OF INSURANCE:**

Aggregate Limit \$ 1,000,000.

Each Abuse Limit \$ 1,000,000.

**DESCRIPTION OF BUSINESS:**

Form of Business ( ) Individual ( ) Joint Venture ( ) Partnership  
( X ) Organization (Other Than Partnership or Joint Venture)

**READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.**

**Premium**

Abuse or Molestation Coverage

\$ 488.00

**TOTAL ADVANCE PREMIUM \$ 488.00**

Premium shown is payable: \$488.00 at inception;

**FORMS AND ENDORSEMENTS** Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).