



SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT



DO NOT USE FOR
* Contractor vehicle permit
OR
* Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: September 4, 2020 Time: From: 6:00 PM am/pm to: 7:00 PM am/pm

Name: Kathleen Leszczynski & Andrew Groves Organization: _____

Street Address: 505 Plantation Way

City: Lafayette State: IN Zip Code: 47909

Contact person(s): Kathleen Leszczynski Phone Number(s): 312-375-6329

Email: Kat@Kathleeneva.com

Event Description: Wedding - immediate family only - total of 27 people (including bride & groom)

Caterer: Not catered Caterer's Phone Number: _____

This event will utilize the following venues (check all that apply):

- Big 4 Depot - Community Room Riehle Plaza John T. Myers Bridge
- City Right-of-way City Street Sidewalk Other _____

This event will include the following elements (check all that apply):

- Estimated Attendance: 27 Private Trash Hauler (must be removed by 8am following day)
- Street/Sidewalk/Right-of-way restriction or closure Food or Beverages
- Restroom Facilities (required for events 4+ hours) Tents/Canopies
- Alcohol (security is required) Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:

Amusement & Entertainment Permit # _____ <http://www.in.gov/dhs/2795.htm>

Stage Fireworks Outdoor cooker/grill Other _____

Optional Equipment & Services:

- Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$25
- City Equipment: Trash totes, picnic tables, other \$25

Timetable (Minimum # of days. Advanced planning is encouraged; sequence remains the same)

	0	7 days	14 days	21 days	42 days			
	Pre-planning		Notices	Event Preparation			Event	
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week		
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval				Date of Event

Application submittal checklist

- Application
- Pre-event meeting (if required)
- Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)
- Letter of request to Board of Works (omit if only using Big Four Depot community room)
- Receipt – payment made to City of Lafayette
 - Damage Deposit: \$ _____ (required only when renting Depot)
 - Permit Fee: \$ 25 (fee waived when renting Depot)
 - Rental Fee: \$ _____
 - Equipment & Services: \$ _____ (optional)
- Certificate of Insurance
- Amusement & Entertainment Permit # _____
 Not sure if you need an A&E Permit? Want more information? Go to:
<http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**
- Traffic Control / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, its officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

"User"

By: Kathleen Leszczynski
Signature

Printed: Kathleen Leszczynski

Date: 7/6/20



MARKEL AMERICAN INSURANCE COMPANY

P.O. Box 906, Pewaukee, Wisconsin 53072-0906
 (800) 236-2862 www.markelamerican.com

Special Event Liability Insurance Policy Declarations Page

Policy Number:	MEL00000550344	Date of Issue:	07/03/2020	Event Date:	09/04/2020
Policy Period:	09/04/2020				
Named Insured:	ANDREW GROVES				
Mailing Address:	505 PLANTATION WAY Lafayette, IN 47909				
Honoree(s):	ANDREW GROVES KATHLEEN LESZCZYNSKI				
Insured Event:	Wedding Ceremony, Reception, and/or Rehearsal				
Policy Premium:	\$75				
 Surcharges and Taxes	\$0.00				
Multi Policy Discount	Not Applicable				
Total:	\$75.00				
Event Location 1:	RIEHLE PLAZA 200 N 2ND ST. Lafayette IN 47901				
Hosting Facility Insured Extension: <i>(coverage applies if box checked)</i>	<input type="checkbox"/>				
Event Location 2:					
Hosting Facility Insured Extension: <i>(coverage applies if box checked)</i>	<input type="checkbox"/>				
Event Location 3:					
Hosting Facility Insured Extension: <i>(coverage applies if box checked)</i>	<input type="checkbox"/>				
Policy Coverage	Limit:	Deductible:			
General Aggregate	\$500,000	\$0			
Each Occurrence	\$500,000	\$0			
Property Damage	Included	\$1,000			
Administered by:	USAA EVENT PROGRAM 9800 FREDRICKSBURG RD SAN ANTONIO, TX 78288				
Agency	10371 - 000002 800-388-0169				
For Policy Questions Call Toll Free:	800-388-0169				
For Claims Call Toll Free:	800-236-3113				
Policy Form(s):	EVL100-0708,,EVL138-0708,,MIL1214-0917, Host Liquor Liability is excluded				
Countersignature (if required):					

Forms and endorsements made a part of this policy at inception are those which numbers are entered above.
 EVL102-0708



MARKEL AMERICAN INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

<p>FACTS</p>	<p>WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?</p>
<p>Why?</p>	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
<p>What?</p>	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
<p>How?</p>	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information	
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>	
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>	
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>	
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>	



MARKEL AMERICAN INSURANCE COMPANY

Special Event Liability Insurance

Administrative Offices
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862

SPECIAL EVENT LIABILITY INSURANCE

Section 1:	Agreement
Section 2:	Policy Period
Section 3:	Definitions
Section 4:	What We Insure
Section 5:	Bodily Injury, Property Damage, and Personal Injury Exclusions
Section 6:	Limits of Liability
Section 7:	Duties in the Event of Loss or Damage
Section 8:	Other Insurance
Section 9:	General Conditions
Section 10:	Hosting Facility Liability Coverage Option

"We", "us" and "our" means the company providing the insurance and named in the **declarations page**.

Accident means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

Bodily injury means injury, sickness, disease or death of a person.

Declarations page is the document that identifies the **named insured** and the company issuing the policy. It indicates the effective date of coverage, the amount for the respective coverages afforded under the policy, and describes the **event** for which coverage is afforded. The **declarations page** also lists the policy forms and endorsements that are also a part of this policy, as well as indicating any deductible to be applied to covered losses. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

Event means the private reception and accompanying ceremony, if any, described on the **declarations page**. **Event** includes **set up and break down** and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding.

Honoree means the person or persons named in the **declarations page** as **honoree**, and in whose honor or for whose benefit the **event** is being held.

Incident is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event** location.

Section 1: Agreement

We will provide insurance described in this policy, subject to all policy terms and conditions, in return for your payment of the premium and compliance with all policy provisions. You have only those coverages for which limits are shown on the **declarations page**.

Section 2: Policy Period

This policy applies to **incidents** on the date specified for the **event** described on the **declarations page** and to **accidents** occurring during **set up and break down**.

Section 3: Definitions

Throughout this policy, most words and phrases that have special meanings appear in bold. Only the pronouns "we", "us", "our", "you", "your", and "yours" are defined, but do not appear in bold. This section defines some of the more general terms used in this policy.

"You", "your" and **named insured(s)** means the individual, business, or organization and the **honoree** named in the **declarations page**.

Insured contract means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the event.

Organizational Insured means the following:

1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. **Volunteer workers**, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

Personal injury means injury other than **bodily injury** that arises out of any of the following acts:

1. False arrest, false detention, or false imprisonment;
2. Malicious prosecution;
3. Wrongful entry or wrongful eviction;
4. Defamation, libel or slander; or
5. Invasion of privacy.

Pollutants means 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.

Policy Territory means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

Property damage means physical damage to or destruction of tangible property. It includes loss of use.

Set up and break down means decoration and removal of decoration at the **event**

location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

Volunteer worker means a person who is not your employee, and who donates his or her work or service 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 or service performed for you.

Section 4: What We Insure

1. Bodily Injury, Property Damage and Personal Injury

We will pay damages, including prejudgment interest, due to an **incident** for which you or an **organizational insured** is legally liable because of **bodily injury, property damage, or personal injury** arising out the **event**. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported **incident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

2. Additional Payments

In addition to the limit of liability for this coverage we will also pay:

- a. All costs we incur in the settlement of any claim or defense of any suit;
- b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
- d. Loss of earnings of up to \$100 a day when we ask you or an **organizational insured** to attend trials or hearings; and
- e. Other reasonable expenses incurred at our request.

Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions

We do not cover:

1. Expected or Intended Injury

Bodily injury or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

2. Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft

Bodily injury or **property damage** arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

This exclusion does not apply to negligence that originates at the **event** and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury** or **property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

3. Other Premises

Bodily injury, **property damage** or **personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

4. Other Than On the Event Date

Bodily injury, or **property damage** occurring on any date other than the date shown as the **event** date on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the event date in the **declarations page**. For the purpose of this exclusion, if the **event** continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the **event** date.

5. Commercial Liquor Liability

Bodily injury or **property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

8. Employer's Liability

Any **named insured** or **organizational insured** against **bodily injury** or **personal injury** to:

- a. any employee whose injury arises out of and in the course of their employment by you or an **organizational insured**; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the **organizational insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay another entity that must pay damages because of the **injuries incurred**

9. Property in Care, Custody or Control

Property damage to property owned by, loaned to, rented to, or in the care, custody or control of you or any **organizational insured**. But this exclusion does not prevent coverage for liability for **property damage**, if otherwise covered, to the premises, fixtures or contents which a **named insured** or **organizational insured** rents or hires for use at, or as the location of, the **event**.

10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for **property damages**:

- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
- b. Assumed by a **named insured** in a contract or agreement that is an **insured contract**.

11. Bodily Injury or Personal Injury;

- a. To a **named insured**;
- b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or **volunteer workers** while performing duties related to the conduct of your business, if such **bodily injury** or **personal injury** is caused by a co-employee or another **volunteer worker**;
- c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
- d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
- e. Arising out of the transmission of a communicable disease by you or an **organizational insured**; or
- f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

12. Material Published With Knowledge of Falsity

Personal injury arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

13. Material Published Prior to Event Date

Personal injury arising out of oral or written publication of material whose first publication took place before the date of the **event** shown in the **declarations page**.

14. Criminal Acts

Personal injury arising out of a criminal act committed by or at the direction of anyone seeking coverage.

15. Breach of Contract

Personal injury arising out of a breach of contract.

16. Electronic Chatrooms or Bulletin Boards

Personal injury arising out of the use of an electronic chatroom or bulletin board.

17. Professional Services

Bodily injury, property damage or personal injury arising out of the rendering or failing to render professional services.

18. Pyrotechnics, Fireworks, and Laser Light Shows

Bodily injury, property damage, or personal injury arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

19. Act or Omission of Provider

Bodily injury, property damage or personal injury arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**, whether or not a paid contractor or vendor.

20. Pollution

Bodily injury, property damage or personal injury arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury, property damage or personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

Section 6: Limits of Liability

1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
 - a. **Named insureds or organizational insureds**;
 - b. Claims made or suits brought;
 - c. **Hosting facility insureds**, if any;
 - d. Persons injured; or
 - e. Items of property damaged.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.
3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries, property damage or personal injuries** arising out of any one **incident**.

Section 7: Duties in the Event of Loss or Damage

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the **incident**;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

Section 8: Other Insurance

The insurance we provide in this policy is primary.

Section 9: General Conditions

Conformity to State Law. When any policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

Declarations. By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations page** and any endorsements listed on the **declarations page** include all agreements existing between you and us.

False or Fraudulent Acts. Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

Assignment. This policy may not be assigned in whole or in part without our consent.

Change or Waiver of Policy Provisions. If we make a change that broadens coverage under this edition of our policy without additional premium charge, the policy will automatically provide the broadened coverage when effective in your state. However, changes implemented through introduction of a subsequent edition of our policy forms will not be automatically provided. A waiver or any other change of a provision of this policy must be in writing by us to be valid.

Our Right to Recover from Others. After we have made payment under this policy, we have the right to recover the payment from anyone who may be held responsible. You and anyone we indemnify must sign any papers and do whatever else is necessary to transfer this right to us. You and anyone we indemnify must do nothing to affect our rights.

Suit Against Us. No action will be brought unless there has been compliance with the policy provisions and the action is started within one (1) year after the alleged loss.

Non-Cancellation. This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, we may cancel this insurance upon fifteen (15) days written notice to you by certified or registered mail at the mailing address shown in the **declarations page**.

Currency. Unless otherwise agreed to by us in writing, premiums and losses due hereunder shall be paid in United States Dollars at the rates of exchange ruling when and where the loss occurs.

Bankruptcy. We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

Section 10: Hosting Facility Liability Coverage Option

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

Hosting facility insured means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the **declarations page** with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an **accident** for which a **hosting facility insured** becomes legally liable because of **bodily injury** or **property damage** arising out of the **event**. The liability coverage provided to a **hosting facility insured** applies only to liability of the **hosting facility insured** which results solely from fault or wrongdoing on the part of a **named insured** or **organizational insured**.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any **accident** and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

Additional Exclusions Applicable to Hosting Facility Insureds

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting facility insured** for fault or wrongdoing

related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.

2. We do not cover any **hosting facility insured** against **bodily injury** to any employee of the **hosting facility insured** arising out of or in the course of their employment by the **hosting facility insured** or performing duties relating to the **hosting facility insured's** business.

This policy is signed at the Home Office of the company by its secretary and president.

MARKEL AMERICAN INSURANCE COMPANY
Glen Allen, Virginia



Kathleen A. Sturgeon
Secretary



Matthew Parker
President



MARKEL AMERICAN INSURANCE COMPANY

COMMERCIAL LIQUOR LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your policy is amended as follows:

Under **Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions**, item 5. is deleted in its entirety and replaced with the following:

5. Commercial Liquor Liability

Bodily injury or property damage for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

All other terms, conditions, and limitations of the policy remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

INDIANA NOTICE TO POLICYHOLDER

Questions regarding your policy or coverage should be directed to:

Markel American Insurance Company
P.O. Box 906
Pewaukee, WI 53072-0906
(800) 236-2862

If you:

- (a) need the assistance of the governmental agency that regulates insurance; or
 - (b) have a complaint you have been unable to resolve with your insurer
- you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/doi



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

MISCELLANEOUS PAYMENT RECPT#: 2223228
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 07/06/20 TIME: 16:23
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT:

CHARGES:
APG1 APPLICATION FEE 25.00
AMOUNT PAID: 25.00

PAID BY: KATHLEEN LESZCZNSKI
PAYMENT METH: CASH

REFERENCE:

AMT TENDERED: 25.00
AMT APPLIED: 25.00
CHANGE: .00