



Stamford Rugby Club, Inc.  
49 Weed Ave  
Norwalk, CT 06850  
+1 (646) 581 2270  
[John.m.barrot@gmail.com](mailto:John.m.barrot@gmail.com)  
[stamfordrugby.org](http://stamfordrugby.org)

Megan Gearhart  
Asst. Superintendent of Recreation  
Stamford Recreation Services Division  
City of Stamford  
888 Washington Blvd, 1st Floor.  
Stamford, CT 06901

January 20, 2023

### **Application to become a Sanctioned Organization City of Stamford, Stamford Recreation Services Division**

Dear Megan,

Please find enclosed our application to become a sanctioned organization with Stamford Parks & Recreation.

### **About Stamford Rugby Club**

Stamford Rugby Club, Inc. is a 501(c)(3) nonprofit corporation that was formed to promote the growth and the development rugby union in Stamford. The primary activities will be the development of youth programs for Kindergarten through Grade 12 children to learn and play rugby in a safe, inclusive, educational, and fun environment.

Our goal for 2023 is to participate in a Spring Season from March to June with several age groups – Under 10 flag, Under 12 tackle, Under 14 tackle and High School tackle – totaling up to 100 children across the program. Participation would be open all children in Stamford.

### **Application Submission**

The following items are provided as required in the City of Stamford Policy Manual:

- a. A constitution and by-laws including provisions for an annual election of officers, and a list of names and addresses and contact info of a board of directors or governing body. Elections must be held at a previously advertised general meeting for all members and must take nominations from the floor. Duly elected officers and a full board must be in place before each season begins to obtain a permit. Election results are to be submitted to the Recreation Superintendent and or designee.**

**Stamford Rugby:** See Articles of Incorporation and Bylaws attached to this letter.

- b. A Board of Directors will be mandatory. Which will permit nominations to the board from the floor at an annual meeting.**

**Stamford Rugby:** Noted. We will comply with these requirements. The process for electing our board and officers is detailed in our bylaws. The current Board of Directors are as follows:

Kristopher O'Brien, 144 Berrian Road, Stamford, CT 06905, Ph: (203) 561 9451

Bridget Barrot, 49 Weed Avenue, Norwalk, CT 06850, Ph: (203) 536 7634

John Barrot, 49 Weed Avenue, Norwalk, CT 06850, Ph: (646) 581 2270

- c. A complaint processing policy with detailed procedures including the way in which formal complaints will be handled and a commitment that responses are to be promptly made in writing to the Parks & Recreation Commission. Responses must copy the Superintendent of Recreation.**

**Stamford Rugby:** Noted. We will comply with these requirements. Our complaint procedure is detailed below:

Complaints shall be submitted to Stamford Rugby Club in one of the following methods:

Emailed to John Barrot [john.m.barrot@gmail.com](mailto:john.m.barrot@gmail.com)

Via our website contact page at <http://www.stamfordrugby.org/stamfordrugbyclub/Contact>

Complaints will be reviewed by our Board of Directors in a timely manner. A board member will be assigned to draft a written response to the complaint for review and approval by the board prior to submission to the Parks & Recreation Commission. If needed, a member of the board will correspond and/or meet with the commission as is needed to resolve the complaint.

- d. A coach selection procedure (for youth sports only). Background checks are recommended.**

**Stamford Rugby:** Noted. We will comply with these requirements. Our coach selection procedure is detailed below:

- Coaches must be approved by the Board of Directors prior to participating in practices or games.
- All coaches must be registered with USA Rugby including annual dues.
- All coaches must be certified as required by USA Rugby.
- The head of coaching must have a Level 200 Coaching Certification, as required by USA Rugby.
- Other coaches will have completed Level 100 Coaching courses including sport-specific concussion awareness training, as required by USA Rugby.
- Background checks will be conducted for new coaches.

- e. Provide its own liability and or accident insurance with the City of Stamford named as an additional insured subject to a minimum limit of liability of a million dollars combined single limit per occurrence for bodily injury and property damage. (See field permit application for full provisions, certificates required).**

**Stamford Rugby:** Noted. We will comply with these requirements. The club will be insured through USA Rugby. See sample Certificate of Insurance attached. Our coverage will meet and exceed the insurance coverage required above. Once we are approved by Stamford Parks & Recreation as a sanctioned

organization, we will request a Certificate of Insurance from USA Rugby with City of Stamford names as an additional insured.

**f. Disclose annually any and all current national charters and affiliations.**

**Stamford Rugby:** Noted. We will comply with this requirement. We are currently affiliated with the following organizations:

- Connecticut Rugby
- USA Rugby
- World Rugby

**g. Submit annually to the Parks & Recreation Commission a complete participant roster list with names, ages, addresses and phone numbers.**

**Stamford Rugby:** Noted. We will comply with this requirement. We have just begun our open registration for the Spring Season. We will be happy to provide a complete participant roster once registration is closed.

**h. Follow all local, charter and national governing body rules regarding rules of play, age and residency requirements.**

**Stamford Rugby:** Noted. We will comply with this requirement. Regarding governing bodies related to Rugby, we abide by rules of play, age and residency requirements as applicable from the following state, national and international organizations.

- Connecticut Rugby
- USA Rugby (United States of America Rugby Football Union, Ltd. D/B/A USA Rugby)
- World Rugby

**i. Any significant additions (such as new affiliations, charters, divisions or teams, assimilation of existing programs/leagues) to an existing sanctioned program are considered new programs and must be approved by the Parks & Recreation Commission.**

**Stamford Rugby:** Noted. We will comply with this requirement, if applicable in the future.

**j. All users will be required to fill out a City/Recreation Field Use Permit Application and include a master schedule of all games and practices preferably at our annual winter meeting, but no later than one month before your first game.**

**Stamford Rugby:** Noted. We will comply with this requirement. Please see our draft 2023 Spring Schedule attached. This is pending availability and approval of field space and coordination with opposing teams.

**k. With the exception of tournament play, all all-star/travel teams participating in regional leagues must provide a full league schedule and must play at least 50% of their games away.**

**Stamford Rugby:** Noted. We will comply with this requirement. Currently, we do not have all-star or travel teams. Our regular schedule will involve play against opposing teams from Bridgeport, Fairfield,

Greenwich, Newtown, Trumbull, and Westport. Occasionally we may play Rye or Pelham. Our schedule will comprise at least 50% away games.

- i. To be considered a Stamford youth team 100% of the team roster must be Stamford residents. For adult teams 75% must be Stamford residents. Roster sizes must be a reasonable number and related appropriate to the sport.**

**Stamford Rugby:** Noted. We will comply with this requirement. Our focus is to serve Stamford residents.

Regarding roster sizes, the rules typically dictate 15 players on the field and up to 8 replacement players (“the bench”) in 1 rugby. In general, if we start to exceed 23 players on a consistent basis in an age group, we will look to field an additional team.

- m. Sanctioned programs do not have permission to partner with any for profit commercial camp or clinic on park property. (See Field Policy Manual for further clarification and rules). No sanctioned team or program has the right/authority to sublet their assigned fields.**

**Stamford Rugby:** Noted. We will comply with this requirement. Stamford Rugby Club, Inc. is a nonprofit corporation, and we will not partner with for-profit entities on park property.

- n. Sanctioned programs should make every effort whenever possible to provide scholarships or fee waivers to disadvantaged youth who qualify for free or reduced lunch in the Stamford school system.**

**Stamford Rugby:** Noted. This is a top priority for our program and part of our mission. We plan to be able to offer financial aid and/or scholarships on a needs-basis as funding permits.

We are pursuing several approaches to raising money including grassroots fundraising (e.g., GoFundMe), applying for grants from Connecticut Rugby and the US Rugby Foundation and pursuit of sponsorship from the local business community. In the first month we have raised over \$2,500 from grassroots fundraising. We expect to receive a grant from Connecticut Rugby of up to \$7,500 and will be competing for one of five \$20,000 grants from the US Rugby Foundation. Additionally, we hope to raise \$10,000 from sponsorships for 2023, with the remainder of our funding from participant registration fees.

- o. Sanctioned programs should provide opportunities for recreation level play with an expectation of participation/playing time, skill development and enjoyment as the primary program format for any children’s program under the age of 13.**

**Stamford Rugby:** Noted. We will comply with these requirements. Our Under 10, Under 12 and Under 14 programs will accommodate all abilities and experience levels. Our policy is equal playing time at these age levels which is consistent with the approach of other youth rugby programs in Connecticut.

- p. Sanctioned programs should provide for a formal participant evaluation including the program content, knowledge and temperament of coaches, and overall enjoyment of the program.**

**Stamford Rugby:** Noted. We will comply with these requirements. We will send a feedback survey to parents at the season end to collect and evaluate feedback on the overall program, coaches to continually improve and refine the program.

- q. Once sanctioned programs receive their field assignments the expectation is that those assignments will be used for the originally submitted game or practice. Should any change arise for any reason the sanctioned organization must contact the Recreation office as soon as possible**

**or no later than the following morning with notification of the change. The City will be auditing fields with spot checks throughout the season.**

**Stamford Rugby:** Noted. We will comply with these requirements.

- r. Advertising signs and banners at City fields may be displayed on or after April 1st and must be taken down no later than October 31st of each year. Per the Parks & Recreation Committee of the Board of Representatives any signs not removed by this date will be removed by the City's Parks Dept and or painted over. All signs should comply with Parks & Recreation Committee of the Board of Representatives policy and specs.**

**Stamford Rugby:** Noted. We will comply with these requirements.

If you have any questions, please contact me.

Sincerely,

John Barrot

Board of Directors  
Stamford Rugby Club, Inc.  
M: (646) 581 2270  
E: [john.m.barrot@gmail.com](mailto:john.m.barrot@gmail.com)

Enclosed:

- Sanctioning policy form
- Stamford Rugby Club, Inc. Articles of Incorporation
- Stamford Rugby Club, Inc. Bylaws
- Draft spring schedule
- Sample Certificate of Insurance

**City of Stamford  
Parks & Recreation Commission  
Sanctioning Policy**

PLEASE PRINT CLEARLY

Sanctioned League Organization Name: STAMFORD RUGBY CLUB, INC.

Authorized Sanctioned President Name: JOHN BARROT Date: 1/20/2023

Authorized Sanctioned President Signature: \_\_\_\_\_ Date: 1/20/2023

City Of Stamford Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(LA/2017)

**Email completed Sanctioning Policy document to [mgearhart@stamfordct.gov](mailto:mgearhart@stamfordct.gov).**

Non Profit Corporation  
**Articles of Incorporation**

for  
Stamford Rugby Club, Inc.

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**Article I**  
**Name**

The name of the corporation is Stamford Rugby Club, Inc.

**Article II**  
**Duration**

The period of the corporation's duration is 12/14/22 to 12/13/72.

**Article III**  
**Purpose**

The purpose for which the corporation is organized is to conduct any and all lawful business for which corporations can be organized pursuant to statute 33-600 to 33-998, including but not limited to: Stamford Rugby Club was formed to promote the growth and the development rugby union in Stamford and surrounding areas. The primary activities will be the development of youth programs for kindergarten through grade 12 children to learn and play rugby.

**Article IV**  
**Powers**

The corporation has the power to engage in any lawful activity, pursuant to the laws of the State of Connecticut, including the opening and operating of a bank account.

**Article V**  
**Initial Registered Agent**

The name and address of the corporation's initial registered agent is:

John Barrot 49 Weed Ave, Norwalk, CT 06851

The corporation maintains in its corporate records the statement of acceptance by the registered agent.

**Article VI**  
**Principal Office & Mailing Address**

The complete street address of the corporation's designated principal office is:

49 Weed Ave  
Norwalk, CT 06850

and the corporation's mailing address is:  
49 Weed Ave  
Norwalk, CT 06850

**Article VII  
Directors & Officers**

The initial directors and officers shall be the following persons and positions:

Director	John Barrot	Address	49 Weed Ave, Norwalk, CT 06850
Director	Kristopher O'Brien	Address	144 Berrian Road Stamford, CT 06905
Director	Bridget Barrot	Address	49 Weed Ave, Norwalk, CT 06850
President		Address	
Secretary		Address	
Treasurer		Address	

**Article VIII  
Bylaws**

The Incorporator shall adopt the initial bylaws of the corporation. The shareholders may amend the bylaws at anytime by the provisions provided therein.

**Article IX  
Dissolution**

Upon the dissolution, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for the public purpose. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principle office of the organization is then located.

**Article X  
Indemnification**

The corporation does indemnify any directors, officers, employees, incorporators, and shareholders of the corporation from any liability regarding the corporation and the business of the corporation, unless the person fraudulently and intentionally violated the law and/or maliciously conducted acts to damage and/or defraud the corporation, or as otherwise provided under applicable state corporate statute.



**Article XI**  
**Incorporator**

I, John Barrot, residing at 49 Weed Ave, Norwalk CT 06850,  
execute and adopt these Articles of Incorporation on behalf of the corporation dated this 14 day of  
December, 2,022.



\_\_\_\_\_  
**Incorporator Signature**

**John Barrot**

\_\_\_\_\_  
Incorporator Name

Correspondence Information is:

Stamford Rugby Club c/- John Barrot

\_\_\_\_\_  
49 Weed Ave

\_\_\_\_\_  
Norwalk CT 06850

# BYLAWS

of

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## a Nonprofit Corporation

### ARTICLE I

#### Company Formation

- 1.01 **FORMATION.** This Corporation is formed pursuant to the laws of the state of incorporation, as stated in the Articles of Incorporation for the Corporation.
- 1.02 **CORPORATE CHARTER COMPLIANCE.** The Board of Directors (the “Board”) acknowledges and agrees that they caused the Articles of Incorporation to be filed with the respective state office and all filing fees have been paid and satisfied.
- 1.03 **REGISTERED OFFICE & REGISTERED AGENT.** The registered office of the corporation shall be located within the state of incorporation and may be, but need not be, identical with the principal office. The address of the registered office may be changed from time to time. The Board is obligated to maintain and update the corporate records on file with the Corporation’s registered agent.
- 1.04 **OTHER OFFICES.** The Corporation may have other offices, either within or outside of its state of incorporation, as selected by the Board.
- 1.05 **CORPORATE SEAL.** The Board may adopt a corporate seal with the form and inscription of their choosing, however, the adoption and use of a corporate seal is not required.
- 1.06 **PURPOSE.** Consistent with the Articles of Incorporation, and until such time that the Articles of Incorporation have been amended, this Corporation is formed to engage in any lawful public tax-exempt nonprofit business purpose.
- 1.07 **ADOPTION OF BYLAWS.** These corporate Bylaws have been adopted by the Board on behalf of the Corporation.

## **ARTICLE 2**

### **Board of Directors**

2.01 **INITIAL MEETING OF THE BOARD.** The Board has conducted and completed the initial meeting necessary to begin the business operations of the Corporation, including the adoption of these Bylaws. At the initial meeting of the Board, the initial directors were appointed to their respective staggered terms, and at least one director was appointed to an abbreviated term set to expire upon occurrence of the first annual meeting of the Board whereby that director can either be re-elected or replaced by the Board pursuant to these Bylaws.

2.02 **POWERS AND NUMBERS.** The management of all the Corporation's affairs, property, and interests shall be managed by or under the direction of the Board. Directors need not be members of the Corporation or residents of the state of incorporation to qualify and serve the Corporation as a director.

Until these Bylaws are amended, the Board consists of three (3) directors who are elected for the term of three (3) years, and will hold office until their successors are duly elected and qualified at the following annual meeting of the Board. One of the initial directors shall serve an initial term of one (1) year, the second initial director shall serve an initial term of two (2) years, and the third initial director shall serve an initial term of the full three (3) years. Successor directors will be elected each year to replace or re-elect the incumbent director.

2.03 **DIRECTOR LIABILITY.** Each director is required, individually and collectively, to act in good faith, with reasonable and prudent care, and in the best interest of the Corporation. If a director acts in good faith and in a manner that is reasonably in line with the best interests of the Corporation as determined by a reasonably prudent person situated in similar circumstances, then they shall be immune from liability arising from official acts on behalf of the Corporation.

Directors who fail to comply with this section of these Bylaws shall be personally liable to the Corporation for any improper acts and as otherwise described in these Bylaws.

2.04 **CLASSES OF DIRECTORS.** Until such time as these Bylaws are accordingly amended, the Corporation does not have classes of directors.

2.05 **CHANGE OF NUMBER.** The Board may increase or decrease the number of directors at any time by amendment of these Bylaws, pursuant to the process outlined in Article 8 of these Bylaws. A decrease in number does not have the effect of shortening the term of any incumbent director. If the established number of directors is decreased, the directors shall hold their positions until the next meeting of the Board occurs and new directors are elected and qualified.

The Corporation must have at least three (3) directors.

2.06 **ELECTION OF DIRECTORS.** Directors are to be voted on and elected at each annual meeting of the Board, unless a special meeting is expressly called to remove a director or fill a vacancy. If a director is elected, but is not yet qualified to hold office, then the previous director shall holdover until such time that the newly elected director is so qualified.

- 2.07 **REMOVAL OF DIRECTORS.** At any meeting of the Board called expressly for that purpose, any director, including the entire Board, may be removed by an affirmative majority vote by the current Board. If the Board votes to remove the entire Board, then the President, Treasurer, and Secretary will serve as the interim Board until directors are duly elected to the Board pursuant to these Bylaws. If the Corporation has members, then the members must promptly have a special meeting to elect directors to the Board. As soon as practical, the members or the interim Board must meet to elect directors via the process described in Section 2.02 of these Bylaws.
- 2.08 **VACANCIES.** All vacancies in the Board may be filled by the affirmative vote of a majority of the remaining directors, *provided* that any such director who fills a vacancy is qualified to be a director and shall only hold the office for the term specified in Section 2.02 of these Bylaws and until a new director is duly elected by the Board or members. Any vacancy to be filled due to an increase in the number of directors may be filled by the Board for a term lasting until the next annual election of directors by the Board at the annual meeting or a special meeting called for the purpose of electing directors. Any director elected to fill a vacancy which results from the removal of a director shall serve the remainder of the term of the removed director and until a successor is elected by the Board and qualified.
- Any individual who fills a vacancy on the Board shall not be considered unqualified or disqualified solely by virtue of being an interim director.
- 2.09 **REGULAR MEETINGS.** The meetings of the Board or any committee may be held at the Corporation's principal office or at any other place designated by the Board or its committee, including by means of remote communication.
- 2.10 **SPECIAL MEETINGS.** Special meetings of the Board may be held at any place and at any time and may be called by the President, Vice President, Secretary, or Treasurer, or any director. Any special meeting of the Board must be preceded by at least forty-eight (48) hours' notice of the date, time, place, and purpose of the meeting, unless these Bylaws require otherwise.
- 2.11 **ACTION BY DIRECTORS WITHOUT A MEETING.** Any action which may be taken at a meeting of the Board (or its committee) may be taken without a meeting, *provided* all directors (or committee members) unanimously agree, and such unanimous consent is included in the minutes of the proceeding, filed with the corporate books/records, and sets forth the action taken by the Board.
- 2.12 **NOTICE OF MEETINGS.** Regular meetings of the Board must be held with reasonable notice of the date, time, place, or purpose of the meeting. Notice may be given personally, by email, by facsimile, by mail, or in any other lawful manner, so long as the method for notice comports with Article 6 of these Bylaws. Oral notification is sufficient only if accompanied by a written record of the notice in the corporate books/records. Notice is effective at the earliest of:
- a. Receipt;
  - b. Delivery to the proper address or telephone number of the director(s) as shown in the Corporation's records; or
  - c. Five (5) days after its deposit in the United States mail, as evidenced by the postmark, if correctly addressed and mailed with first-class postage prepaid.

- 2.13 **QUORUM.** A simple majority of the current directors present prior to the start of a meeting constitutes a quorum, and a quorum is necessary at all meetings creating an action to transact business on behalf of the Corporation.
- 2.14 **MANNER OF ACTING.** Subject to the laws of the state of incorporation, as may be amended from time to time, the act of the majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board unless the Articles of Incorporation require a greater percentage.
- 2.15 **WAIVER OF NOTICE.** A director waives the notice requirement if that director attends or participates in the meeting, *unless* a director attends the meeting for the express purpose of promptly objecting to the transaction of any business because the meeting was not lawfully called or convened. A director may waive notice by a signed writing, delivered to the Corporation for inclusion in the minutes, before or after the meeting.
- 2.16 **REGISTERING DISSENT.** A director who is present at a meeting at which an action on a corporate matter is taken is presumed to have assented to such action, unless the director expressly dissents to the action. A valid dissent must be entered in the meeting's minutes, filed with the meeting's acting Secretary before its adjournment, or forwarded by registered mail to the Corporation's Secretary within twenty-four (24) hours after the meeting's adjournment. These options for dissent do not apply to a director who voted in favor of the action or failed to express such dissent at the meeting.
- 2.17 **EXECUTIVE AND OTHER COMMITTEES.** The Board may create committees to delegate certain powers to act on behalf of the Board, *provided* the Board passes a resolution indicating such creation or delegation. The Board may delegate to a committee the power to appoint directors to fill vacancies on the Board. All committees must record regular minutes of their meetings and keep the minute book at the corporation's office. The creation or appointment of a committee does not relieve the Board or individual directors from their standard of care described in Section 2.03 of these Bylaws.
- 2.18 **REMUNERATION.** The Board may adopt a resolution which results in directors being paid a reasonable compensation for their services rendered as directors of the Corporation, *provided* the compensation is less than the operating costs of the Corporation. Directors may also be paid a fixed sum and expenses, if any, for attendance at each regular or special meeting of such Board. Nothing contained in these Bylaws precludes a director from receiving compensation for serving the Corporation in any other capacity, including any services rendered as an officer, employee, or third party service provider. If the Board accordingly passes a resolution related to committees of the Board, then committee members may be allowed like compensation for attending committee meetings. At any time, a resolution of the Board that grants compensation to a director may be challenged by another director, provided the challenging director requests a special Board meeting specifically addressing the resolution related to director compensation.

Any director who votes for a resolution related to director compensation may be held liable under Section 2.03 of these Bylaws if the resolved director compensation is unreasonably excessive, violates any section of Article 2 of these Bylaws, or unreasonably jeopardizes the nonprofit or tax-exempt status of the Corporation.

- 2.19 **LOANS.** No loans may be made by the Corporation to any director.
- 2.20 **INDEMNIFICATION.** Provided the director complies with the standard of care described in Section 2.03 of these Bylaws, the Corporation shall indemnify any director made a party to a proceeding, brought or threatened, as a consequence of the director acting in their official capacity. In the event a director is entitled to indemnification by the Corporation, the director shall be indemnified or compensated for reasonable expenses incurred as a consequence of being connected to the Corporation and serving in good faith on its behalf.
- 2.21 **ACTION OF DIRECTORS BY COMMUNICATIONS EQUIPMENT.** Any action which may be taken at a meeting of the Board, or a committee, may be taken by means of a telephone or video conference or similar communications equipment which allows all persons participating in the meeting to hear each other at the same time. A director participating in a meeting by remote means is deemed to be present in person at the meeting.

### **ARTICLE 3**

#### **Members**

- 3.01 **MEMBERSHIP.** Until such time that the Corporation's Articles of Incorporation or these Bylaws are amended, the Corporation has no members.

### **ARTICLE 4**

#### **Officers**

- 4.01 **DESIGNATIONS.** The Corporation shall have a President, a Secretary, and a Treasurer, who will be elected by the Board. The Corporation may also have one or more Vice-Presidents (one shall serve as Executive Vice-President) and Assistant Secretaries and Assistant Treasurers as the Board may designate. Per these Bylaws, an elected officer will hold office for one (1) year or until a successor is elected and qualified. The same person may hold any two or more offices concurrently, with exception to the offices of President, Vice-President (if any), and Secretary which shall be held by separate individuals.
- 4.02 **REMOVAL AND RESIGNATION OF OFFICERS.** Any officer or agent may be removed by the Board at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any of the person so removed. Appointment of an officer or agent does not, by itself, create contract rights.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

4.03 **THE PRESIDENT.** The President shall have general supervision of the Corporation's daily affairs and perform all other duties as are incident to the office or are properly required by a resolution passed by the Board.

4.04 **VICE PRESIDENT.** During the absence or disability of the President, the Executive Vice-President (if any) may exercise all functions of the President. Each Vice-President shall have such powers and fulfill such duties as may be assigned by a resolution of the Board.

4.05 **SECRETARY AND ASSISTANT SECRETARIES.** The Secretary must:

- a. Issue notices for all meetings and actions of the Board;
- b. Accept all requests for special meetings of the Board;
- c. Accept all notices of proxy appointments and revocations;
- d. Keep the minutes of all meetings;
- e. Accept delivery of any dissent announced at any meeting of the Board;
- f. Have charge of the corporate seal and books; and
- g. Make reports and perform duties as are incident to the office, or are properly required of him or her by the Board.

The Assistant Secretary, or Assistant Secretaries (in the order designated by the Board), shall perform all of the duties of the Secretary during the absence or disability of the Secretary, and at other times perform such duties as are directed by the Secretary, the President, or the Board.

4.06 **THE TREASURER.** The Treasurer shall:

- a. Have custody of all the Corporation's monies and securities and keep regular books of account;
- b. Disburse the Corporation's funds in payment of the just demands against the Corporation or as may be ordered by the Board, taking proper vouchers for such disbursements; and
- c. Provide the Board with an account of all his or her transactions as Treasurer and of the financial conditions of the office properly required of him or her by the Board.

The Assistant Treasurer, or Assistant Treasurers (in the order designated by the Board), shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other times perform such duties as are directed by the Treasurer, the President, or the Board.

In the event of the absence or disability of the President and Vice President, then the Treasurer shall perform such duties of the President.

4.07 **DELEGATION.** In the absence or inability to act of any officer and of any person authorized to act in their place, the Board may delegate the officer's powers or duties to any other officer, director, or other person, subject to Section 4.01 of these Bylaws. Vacancies in any office arising from any cause may be filled by the Board, subject to Section 4.01 of these Bylaws, at any regular or special board meeting.

- 4.08 **OTHER OFFICERS.** The Board may appoint other officers and agents as they deem necessary or expedient. The term, powers, and duties of such officers will be determined by the Board and described in the resolution authorizing the appointment or designation.
- 4.09 **LIABILITY.** Each officer is required, individually and collectively, to act in good faith, with reasonable and prudent care, and in the best interest of the Corporation. If an officer acts in good faith and in a manner that is reasonably in line with the best interests of the Corporation as determined by a reasonably prudent person situated in similar circumstances, then they shall be immune from liability arising from official acts on behalf of the Corporation.
- Officers who fail to comply with this section of these Bylaws shall be personally liable to the Corporation for any improper acts and as otherwise described in these Bylaws.
- 4.10 **LOANS.** No loans may be made by the Corporation to any officer.
- 4.11 **BONDS.** The Board may resolve to require any officer to give bonds to the Corporation, with sufficient surety or sureties, conditioned upon the faithful performance of the duties of their offices and compliance with other conditions as required by the Board.
- 4.12 **SALARIES.** Officers' salaries will be fixed from time to time by the Board. Officers are not prevented from receiving a salary by reason of the fact that he or she is also a director of the Corporation.
- 4.13 **INDEMNIFICATION.** Officers shall be indemnified by the Corporation, so long as the officer acted in a manner substantially similar to and consistent with the standard of care required for directors, as described in Section 4.09 of these Bylaws. Any officer indemnification shall be limited to proceedings that are directly related to or have arisen out of the officer's acts on behalf of the Corporation.

## **ARTICLE 5**

### **Books and Records**

- 5.01 **MEETING MINUTES.** As required by these Bylaws, the Corporation must keep a complete and accurate accounting and minutes of the proceedings of the Board within the corporate books/records.
- 5.02 **RETENTION OF RECORDS.** The Corporation shall keep as permanent records all meeting minutes of the Board, all actions taken without a meeting by the Board, all actions taken by committee on behalf of the Board, and all waivers of notices of meetings.
- 5.03 **ACCOUNTING RECORDS.** The Corporation shall maintain appropriate accounting records.
- 5.04 **LEGIBILITY OF RECORDS.** Any books, records, and minutes may be in any form capable of being converted into written form within a reasonable time upon request.



- 5.05 **RIGHT TO INSPECT.** Any director or director representative has the right, upon written request delivered to the Corporation, to inspect and copy during usual business hours the following documents of the Corporation:
- a. Articles of Incorporation;
  - b. These Bylaws;
  - c. Minutes of the Board proceedings;
  - d. Annual statements of affairs; and
  - e. The other documents held at the principal address pursuant to these Bylaws.

The Corporation acknowledges and agrees that any obligation to produce corporate documents under this Article of these Bylaws shall attach to the Secretary as part of the duties described in Section 4.05 of these Bylaws.

## **ARTICLE 6**

### **Notices**

- 6.01 **MAILING OF NOTICE.** Except as may otherwise be required by law, any notice to any officer or director may be delivered personally or by mail. If mailed, the notice will be deemed to have been delivered on the close of business of the fifth business day following the day when deposited in the United States mail with postage prepaid and addressed to the recipient's last known address in the records of the Corporation.
- 6.02 **E-NOTICE PERMITTED.** Any communications required by the Act, these Bylaws, or any other laws may be made by digital or electronic transmission to the recipient's known electronic address or number as known to the Corporation at the time of notice.
- 6.03 **DUTY TO NOTIFY.** All directors, officers, employees, and representatives of the Corporation are required to notify the Corporation of any changes to the individual's contact information. Pursuant to the obligations under this Section of these Bylaws, the individual must notify the Corporation that electronic transmissions of notice are impracticable, impossible, frustrated, or otherwise improper and ineffective.

## **ARTICLE 7**

### **Special Corporate Acts**

- 7.01 **EXECUTION OF WRITTEN INSTRUMENTS.** All contracts, deeds, documents, and instruments that acquire, transfer, exchange, sell, or dispose of any assets of the Corporation must be executed by the President to bind the Corporation. If the President is incapacitated or otherwise unavailable, then the designated Vice-President may execute the respective documents to bind the Corporation. This Section does not apply to any checks, money orders, notes, or other financial instruments for direct payment of corporate funds which are subject to Section 7.02 of these Bylaws.

- 7.02 **SIGNING OF CHECKS OR NOTES.** All authorizations to distribute, pay, or immediately draw upon the financial resources of the Corporation must be signed by the Treasurer, including any expense reimbursement or compensation payments to directors, officers, employees, representatives, service providers, or contractors of the Company. If the Treasurer is incapacitated or otherwise unavailable, then the President may execute the respective documents to bind the Corporation.
- 7.03 **SPECIAL SIGNING POWERS.** If the President holds an interest which exists outside of the capacity of being President, then any agreement involving such interest must be signed by a separate individual officer to duly bind the Corporation to such an agreement or instrument.
- 7.04 **MERGERS.** Following the approval by the Board, in order for any consolidation or merger to be effective, it must follow the process set out under the laws of the state of incorporation. Any merger which would result in the loss of the Corporation's nonprofit or tax-exempt status is not permitted under these Bylaws.
- 7.05 **CONVERSIONS.** Following the approval by the Board, in order for any conversion of the Corporation to another organizational structure to be effective, it must follow the processes set out under the laws of the state of incorporation. Any conversion which would result in the loss of the Corporation's nonprofit or tax-exempt status is not permitted under these Bylaws.
- 7.06 **DISSOLUTION.** Following the approval by the Board, in order for the Corporation to be dissolved, it must follow the process set out under the laws of the state of incorporation.
- 7.07 **DISTRIBUTION OF ASSETS.** Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for the public purpose. Any such assets not disposed of shall be disposed of by the District Court of the county in which the principal office of the organization is then located, as said court shall determine.


## **ARTICLE 8**

### **Amendments**

- 8.01 **BY DIRECTORS.** The Board has the power to make, alter, amend, and repeal the Corporation's Bylaws. Any alteration, amendment, or repeal of the Bylaws, shall be effective following a majority vote of the Board.
- 8.02 **EMERGENCY BYLAWS.** The Board may adopt emergency Bylaws which operate during any emergency in the Corporation's conduct of business resulting from an attack on the United States, a nuclear or atomic disaster, or another force majeure incident.
- 8.03 **COMPLIANCE WITH STATE LAW.** Any amendment to the Corporation's Articles of Incorporation or these Bylaws shall comply with the respective laws, rules, and regulations of the jurisdictions in which the Corporation operates or conducts business.

These Bylaws are adopted by resolution of the Corporation's Board of Directors on this 14 day of 12, 2022.

JOHN BARROT   
Director

Bridget Barrot   
Director

KRIS O'BRIEN   
Director

Description	Day	Date	Start	End	Location
Intro to Rugby Clinic	Saturday	11-Feb	10:00 AM	11:00 AM	Bobby Valentine's Sports Academy
Intro to Rugby Clinic	Saturday	25-Feb	10:00 AM	11:00 AM	Bobby Valentine's Sports Academy
Open House	Saturday	11-Mar	10:00 AM	12:00 PM	TBD
Practice	Tuesday	14-Mar	5:30 PM	7:30 PM	TBD
Practice	Thursday	16-Mar	5:30 PM	7:30 PM	TBD
Practice	Sunday	19-Mar	10:00 AM	12:00 PM	TBD
Practice	Tuesday	21-Mar	5:30 PM	7:30 PM	TBD
Practice	Thursday	23-Mar	5:30 PM	7:30 PM	TBD
Scrimmage	Saturday	25-Mar	9:00 AM	12:00 PM	TBD
Practice	Tuesday	28-Mar	5:30 PM	7:30 PM	TBD
Practice	Thursday	30-Mar	5:30 PM	7:30 PM	TBD
Game 1	Sunday	2-Apr	9:00 AM	1:00 PM	TBD
Practice	Tuesday	4-Apr	5:30 PM	7:30 PM	TBD
Practice	Thursday	6-Apr	5:30 PM	7:30 PM	TBD
Game 2	Saturday	8-Apr	9:00 AM	1:00 PM	TBD
Practice	Tuesday	11-Apr	5:30 PM	7:30 PM	TBD
Practice	Thursday	13-Apr	5:30 PM	7:30 PM	TBD
Game 3	Sunday	16-Apr	9:00 AM	1:00 PM	TBD
Practice	Tuesday	18-Apr	5:30 PM	7:30 PM	TBD
Practice	Thursday	20-Apr	5:30 PM	7:30 PM	TBD
Game 4	Sunday	23-Apr	9:00 AM	1:00 PM	TBD
Practice	Tuesday	25-Apr	5:30 PM	7:30 PM	TBD
Practice	Thursday	27-Apr	5:30 PM	7:30 PM	TBD
Game 5	Sunday	30-Apr	9:00 AM	1:00 PM	TBD
Practice	Tuesday	2-May	5:30 PM	7:30 PM	TBD
Practice	Thursday	4-May	5:30 PM	7:30 PM	TBD
Game 6	Sunday	7-May	9:00 AM	1:00 PM	TBD
Practice	Tuesday	9-May	5:30 PM	7:30 PM	TBD
Practice	Thursday	11-May	5:30 PM	7:30 PM	TBD
Game 7	Saturday	13-May	9:00 AM	1:00 PM	TBD
Practice	Tuesday	16-May	5:30 PM	7:30 PM	TBD
Practice	Thursday	18-May	5:30 PM	7:30 PM	TBD
Game 8	Sunday	21-May	9:00 AM	1:00 PM	TBD
Practice	Tuesday	23-May	5:30 PM	7:30 PM	TBD
Practice	Thursday	25-May	5:30 PM	7:30 PM	TBD
NO GAME	Sunday	28-May	9:00 AM	1:00 PM	TBD
Practice	Tuesday	30-May	5:30 PM	7:30 PM	TBD
Practice	Thursday	1-Jun	5:30 PM	7:30 PM	TBD
Game 9	Sunday	4-Jun	9:00 AM	1:00 PM	TBD
Practice	Tuesday	6-Jun	5:30 PM	7:30 PM	TBD
Practice	Thursday	8-Jun	5:30 PM	7:30 PM	TBD
Game 10	Sunday	11-Jun	9:00 AM	1:00 PM	TBD



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2023

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

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

<b>PRODUCER</b> USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 206-441-6300		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Everest National Insurance Company			10120
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**  
 United States of America Rugby Football Union Ltd  
 DBA: USA Rugby  
 501 S Cherry St #100  
 Denver CO 80246

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse & Molestation <input checked="" type="checkbox"/> Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SI8ML02306221	8/1/2022	8/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 General Aggr Limit \$20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			SI8ML02306221 Coverage for USA Rugby Employees Only	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SI8EX01715221	8/1/2022	8/1/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				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)**

This certificate is issued on behalf of USA Rugby & Rugby Indiana. The certificate holder is an additional insured, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby. Participants Legal Liability/Sexual Abuse & Molestation coverage is included in the general liability.

**CERTIFICATE HOLDER****CANCELLATION**

Westfield Redevelopment Commission, City of Westfield, Grand Park Sports Campus, Westfield Redevelopment Authority  
 2728 E. 171st Street  
 Westfield IN 46074

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

Gary Patterson

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ACORD 25 (2016/03)

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

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b> <b>Field/Facility Use</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> Westfield Redevelopment Commission, City of of Westfield, Grand Park Sports Campus, Westfield Redevelopment Authority 2728 E. 171st Street Westfield IN 46074
<b>Additional Premium:</b> \$
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SI8ML02306221

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

## GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

### A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

### B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

### D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
  - a. If it is a partnership, joint venture or limited liability company;
  - b. If there is other similar insurance available to it;



- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

**E. Fire Damage To Premises Rented To You – Increased Limits**

Paragraph 6. under **Section III – Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - a. \$500,000; or
  - b. The Damage To Premises Rented To You Limit shown in the Declarations.

**F. Notice To Company**

The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such “occurrence” to us within a reasonable time once you become aware of such error.

**G. Unintentional Failure To Disclose Hazards**

Condition 6. **Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

**H. Waiver Of Subrogation**

The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or “your work” done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the “occurrence”.

**I. Amendment to Bodily Injury Definition**

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

- 3. “Bodily injury” means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, “bodily injury” does not include injury arising out of the offenses designated in the definition of “personal and advertising injury”.





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

## **AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:**

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or of-fense.

Review