

AGREEMENT FOR PURCHASE OF TWO MINI-PITCH SYSTEMS AND INSTALLATION SERVICES

This Agreement for Purchase of Two [2] Mini-Pitch Systems and Installation Services (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) United States Soccer Foundation, Inc., a Washington D.C. corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase two (2) mini-pitch Systems (“Products”) as more specifically described on Provider’s quote dated August 28, 2023 (“Products”). A copy of Provider’s quote dated August 28, 2023 (“Quote”) is attached hereto as Exhibit A;

WHEREAS, the City also desires to have Provider install the Products at the City’s Sandstone Ridge Park located at 1661 West Hammer Lane, North Las Vegas, NV 89031 (“Services), as more particularly described in Exhibit B;

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s Quote, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Installation Services in accordance with Exhibit B, and the terms, conditions, and covenants of this Agreement. Any modification to the Installation Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Installation Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Services are complete as determined by the City in its sole and complete discretion, whichever is later ("Term"). The City shall pay the Provider for delivering and installing the Products the City may pay the Provider up to an amount not to exceed One Hundred Forty Thousand Dollars and 00/100 (\$140,000.00).

2.2. The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain OR shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated

hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Services, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

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SECTION EIGHT TERMINATION

The City, through its City Manager, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
 Attention: Marie Leake
 2250 Las Vegas Blvd., North, Suite 820
 North Las Vegas, NV 89030
 Phone: 702-633- 2440

To Provider: US Soccer Foundation
 Attention: Rob Kaler
 1140 Connecticut Ave. N.W Suite 1200
 Washington, D.C. 20036
 Phone: (202) 872-9277

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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SECTION TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

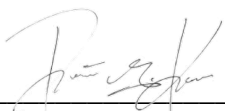
11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

United States Soccer Foundation, Inc.,
a Washington, D.C. corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Rob Kaler
Title: COO & General Counsel

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Quote

Please see attached page(s)



August 28, 2023

BOARD OF DIRECTORS

Peter B. Luther
Chairperson

Kevin Payne
Vice Chairperson

David Nathanson
Treasurer

Dr. Dana Weintraub
Secretary

Kyra Tirana Barry
Paul Britton
Karen Brodtkin
Cindy Parlow Cone
Dr. Jane Delgado
Jason Fox
Heather Higginbottom
Cobi Jones
Douglas Lyons
Jim Messina
JoAnn Neale
Alan Rothenberg
Danielle Slaton
Juergen Sommer
Cully Stimson
David Sutphen
Brian Weinstein
Leighton Welch
Mark Williamson
Sean Woodroffe

Ed Foster-Simeon
President & CEO

Sandstone Ridge Park

1661 W Hammer Lane
North Las Vegas, NV 89031

Description – Double Mini-Pitch System (225958)	Amount
Materials	\$156,500.00
Installation	\$25,000.00
Freight	\$18,500.00
Total	\$200,000.00

Stakeholders Contributions	Amount
City of North Las Vegas	\$140,000.00
U.S. Soccer Foundation	\$60,000.00
Total	\$200,000.00

EXHIBIT B

Scope of Work

Please see attached page (s)

Mini-Pitch Systems Scope of Work

City of North Las Vegas - Sandstone Ridge Park

SUBJECT:

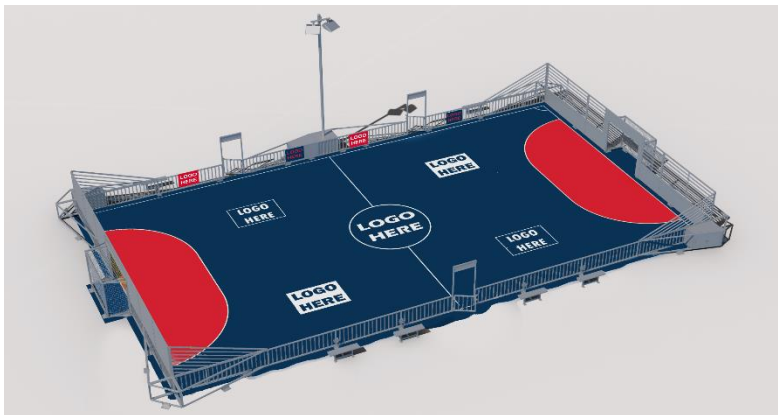
The City of North Las Vegas (“City”) desires to purchase and have installed two (2) Mini-Pitch Systems (“Products”) at the City’s Sandstone Ridge Park, located at 1661 West Hammer Lane, North Las Vegas, NV 89031. The Products will be sold and installed by the US Soccer Foundation, Inc. (“Foundation”). The Products come as a modular system complete with LED lighting, supported by Musco Lighting LLC’s (“Musco”) lighting control-link control, monitoring system, fencing, goals, benches, ADA-compliant access, and lockable storage. The assembly will be done by a three-person crew in approximately 16 hours. The Foundation will install the Products on an existing concrete pad at Sandstone Ridge Park.

PURPOSE/BACKGROUND:

The Foundation and the City are interested in promoting youth soccer in urban areas. Accordingly, the Foundation will provide the Products, which are valued at \$200,000.00 at a discounted price of \$140,000.00.

The Foundation agrees that it will be responsible for all costs associated with creating the plans to install the Products, for obtaining permits and surveys, and any and all other fees associated with the installation of the courts within the agreement.

DELIVERABLES:



First Court – “Partnership Court”

Three (3) court logos on each court:

- 1 each - center court logo - City’s logo
- 1 each - side court logo - Foundation’s logo
- 1 each - side court logo - Tim Howard Foundation’s log

Eighth (8) fence logos on each court:

- 4 each - City's logos
- 2 each - Foundation's logos
- 2 each - Tim Howard Foundation's logos

Second Court

Three (3) court logos on each court:

- 1 each - center court logo – City's logo
- 1 each - side court logo - Foundation's logo
- 1 each - side court logo - Tim Howard Foundation's log

The City will be the only one to have control over all eight (8) fence logos

WARRANTY:

The Products include a 10-year parts and labor warranty, which will be supported by Musco's regionally based technicians.

MAINTENANCE:

The City's Parks and Recreation staff to provide usual and customary maintenance in accordance with its parks maintenance standards for the mini-pitch systems, such as cleaning and blowing/removal of debris.

FOUNDATION'S RIGHT TO USE MINI-PITCH SYSTEMS:

During the first five (5) years following the installation of the Products, the City will grant the Foundation access to the Mini-Pitch System, one (1) day per year, for special events organized by the Foundation. The Foundation shall notify the City of the date it wishes to use the mini-pitch systems at least 30 days in advance. If the City has another event calendared for such a date, the City and the Foundation will work in good faith to find a date that works for both parties.

The Foundation shall have the right to publicize, show photographs of, and use the name of the Products to promote its contributions described in this Scope of Work and accompanying Agreement. The City authorizes the Foundation to utilize those logos owned or controlled by the City and associated with this Agreement for related marketing and/or publicity. Any use of such logo/s must be specifically and expressly approved in writing in advance by the City, whose approval will not be unreasonably withheld.

Unless the Foundation chooses to forego the right, standard marks will be included during Installation of the Mini Pitches, as previously outlined. All marks will abide by the City's regulations, including time limits in temporary marks. Each mark will remain at the site of the mini-pitch systems for as long as local regulations allow, unless removed by the

Foundation or unless the Foundation otherwise gives its written consent for the removal of such mark. Notwithstanding the previous sentence, the Foundation acknowledges that it does not have an expectation that any marks will remain past a three-year period, and that should the City remove or materially modify the mini-pitch systems after the three-year period, the City will not require written consent from the Foundation to remove such mark(s).

The City agrees to assist and cooperate with an event to announce the installation of the Products.

Project Dates

Estimated start date: November 2023

Estimated completion date: December 2023

Mini-Pitch System™

Modular Sports Solution



MUSCO
Lighting
We Make It Happen®

USS
SOCCER
FOUNDATION

***The Mini-Pitch System™
modular sports solution has
an innovative, all-in-one design
to help communities create
fun and active play spaces by
revitalizing public areas.***

Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. The system supports the Foundation's *It's Everyone's Game* movement to ensure that all children have access to the game and its many benefits.

Complete

The mini-pitch comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

Convenient

Assembly can be done by a three-person volunteer crew in approximately 12 hours.

Customizable

You'll have options on the size of your pitch and custom signage to ensure it meets your exact needs. Surfacing is handled by another vendor on a project-by-project basis.





"Since the installation at Santa Fe South, we're seeing kids from different high schools hanging out and playing together almost every night. It's unifying kids using these courts."

– Mickey Dollens, Executive Director of the Energy Assist Foundation

Complete System

The Mini-Pitch System™ modular sports solution includes lighting, structural, and electrical components designed and engineered to work together for streamlined installation and reliable operation.

- Factory-built, wired, aimed, and tested.
- Fast, trouble-free installation.
- Rugged reliability, designed to be long-lasting in all weather conditions and atop all surfaces.
- 10-year warranty covers all parts and labor.

TLC for LED® Lighting

Enjoy the benefits of the LED sports lighting technology of choice at venues around the world.

- Custom optics create a more uniform distribution of light for better visibility.
- Patented glare control preserves darkness around your pitch, keeping neighbors happy.
- Instant on/off and energy efficient operation.

Control-Link® Service

Your system will be supported by Musco's Control-Link control and monitoring service.

- Manage your lights instantly, from anywhere, with a touch of a smart phone.
- 24/7 support from the Musco Team includes proactive monitoring and scheduling assistance.
- Get a real, live voice on the other end of the phone anytime you call Control-Link Central™ service center.

**Energy efficient, neighbor friendly
TLC for LED® lighting**



**Lighting control system
with 24/7 monitoring**

Surfaces provided by others, evaluated on a project-by-project basis.



10-Year Parts and Labor Warranty

With Musco's long-term parts and labor warranty, you'll have the peace of mind in knowing that you won't have to pay for maintenance to your Mini-Pitch System.

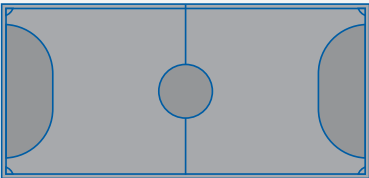
- No maintenance costs for the next decade.
- Every part and all labor covered.
- Supported by Musco's regionally-based technicians.

And with the 24/7 proactive monitoring of Control-Link, if any issues with your mini-pitch lighting arise we'll probably know before you do.

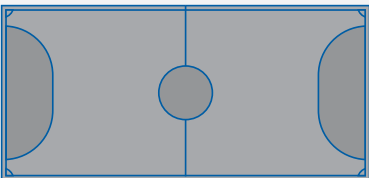
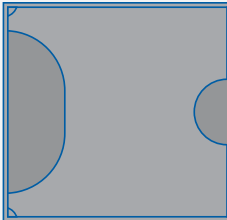
Separate playing surface warranty is provided by the surface contractor.

The Mini-Pitch System™ modular sports solution gives

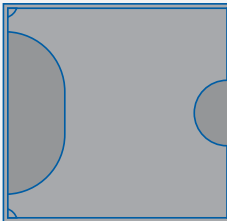
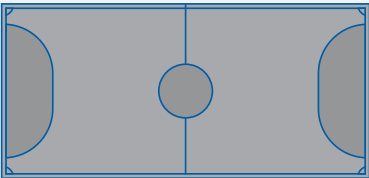
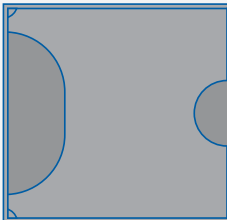
Size



40 ft x 84 ft
12 m x 25 m



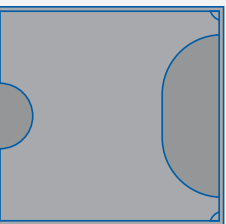
76 ft x 84 ft
23 m x 25 m



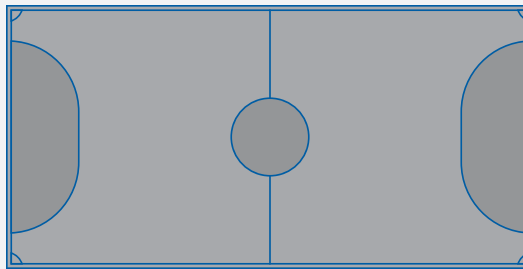
Desert West, Phoenix, Arizona, USA

Your Way

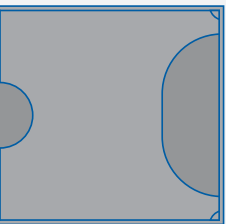
you customization options to meet your exact needs.



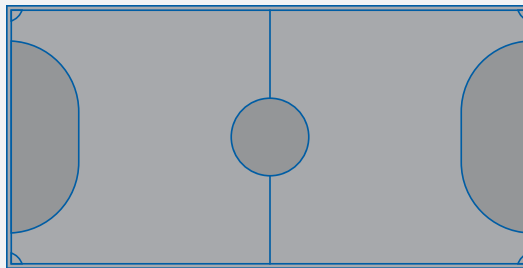
50 ft x 102 ft
15 m x 31 m



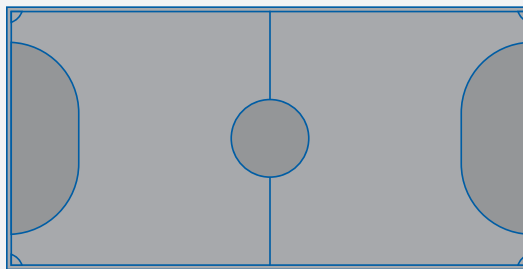
60 ft x 120 ft
18 m x 36 m



96 ft x 102 ft
29 m x 31 m



116 ft x 120 ft
35 m x 36 m



Eakin Elementary School, Columbus, Ohio, USA



We Make It Happen®

www.musco.com
e-mail: lighting@musco.com



www.ussoccerfoundation.org
e-mail: info@ussoccerfoundation.org

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U.S. and foreign patents issued and pending.

US Soccer Foundation is a registered trademark in the United States to United States Soccer Foundation.



Mini-Pitch System™ Modular Sports Solution

All-in-one, modular system

- LED lighting
- Benches and lockable storage
- Galvanized steel surrounding structure
- Goals
- ADA-compliant access
- Beverage holders
- Optional signage opportunities

Easy, permanent installation

Durable, stable structure

Comprehensive long-term warranty



Technical Specifications

Lighting

- Two LED luminaires
- 20-30 fc (200-300 lux) (vary by pitch size)
- Equipped with Control-Link® for instant on/off scheduling and remote capabilities

Pitch Sizes

- 40 ft x 84 ft (12 m x 25 m) pitch: 7650 lb (3470 kg)
- 50 ft x 102 ft (15 m x 31 m) pitch: 9400 lb (4264 kg)
- 60 ft x 120 ft (18 m x 36 m) pitch: 10,700 lb (4854 kg)
- All units are approved for 175 mi/h (78 m/s) winds without any signage and 120 mi/h (54 m/s) with signage

Playing Area

- Provided by others
- Acrylic surface (recommended)

Materials

- Square tubing and channel material: 11 gauge 0.120 in (3 mm) thick steel
- Sheet metal: 12 gauge 0.109 in (2.7 mm) thick
- Anchor for asphalt surface: 12 in (304 mm) long, 7/8 in (22.2 mm) diameter, with a 7/16 in (11 mm) female head
- Anchor for concrete surface: 1/2 in x 5 1/2 in (12.7 mm x 139.7 mm)
- Galvanized after welding

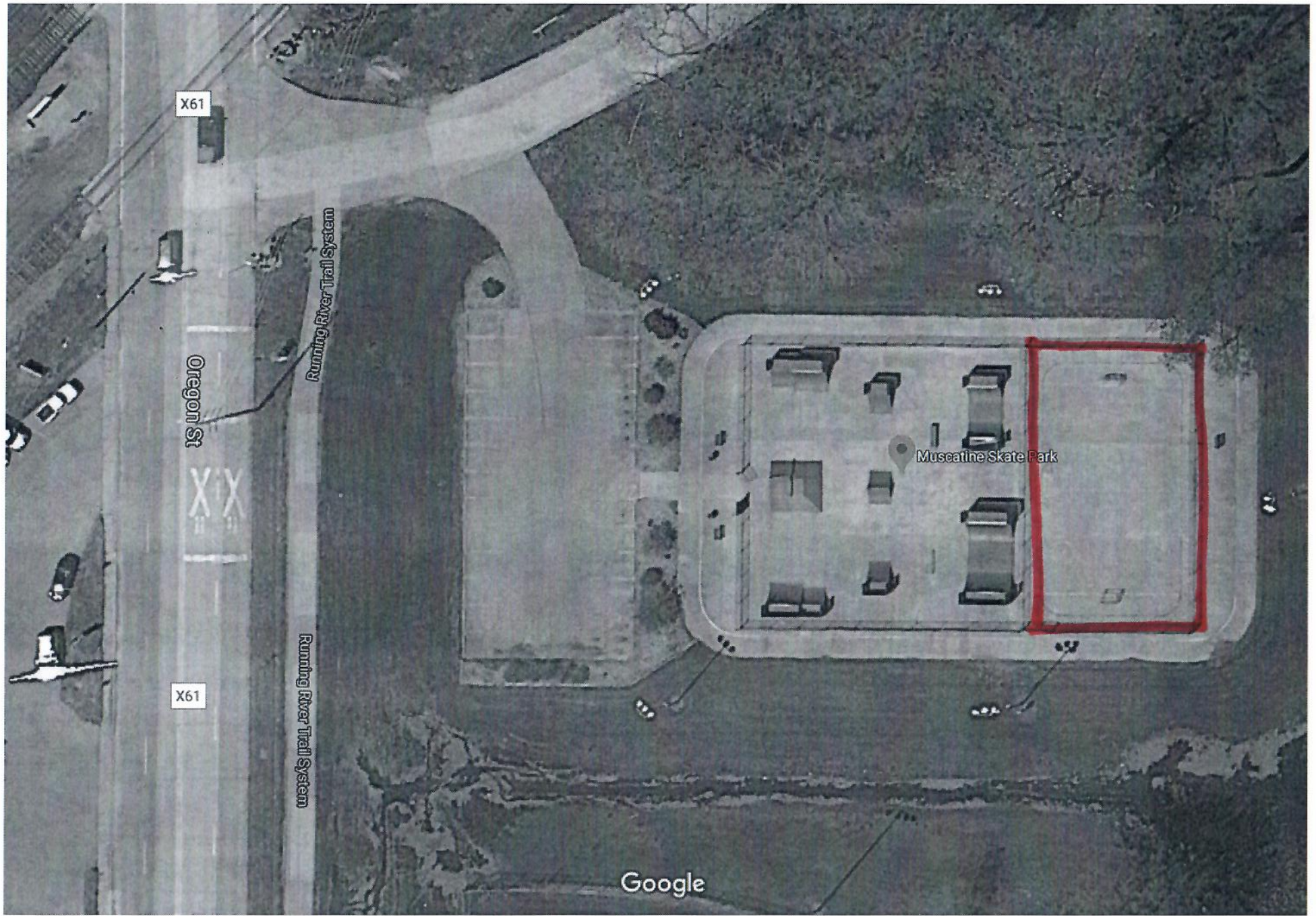
Goals and Storage

- Goal dimensions: 70 in (1.7 m) tall x 90 in (2.3 m) wide x 34 in (0.9 m) deep
- Storage: 20 ft³ (566 l) of storage on two corners with lockable cabinets

Delivery

- System fits on one truck
- Installed in 2-3 days with a 3-person crew





MINI PITCH SITE MAP

Map data ©2020, Map data ©2020 20 ft



GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Licensing and Consumer Protection

Business Licensing Division
1100 4th Street S.W.
Washington DC 20024

Date Issued : 07/24/2023
Category : 4002
License# : 400223000378
License Period : 7/1/2023 - 6/30/2025

BASIC BUSINESS LICENSE

Billing Name and Address :

Michelle Menzel
Charity Compliance Solutions, Inc.

2185 Faraday Avenue, Suite 120
Carlsbad CA 92008

Premise/Application's Name and Address :

United States Soccer Federation Foundation,

1140 CONNECTICUT AVE NW, WASHINGTON, DC
20036

Registered Agent's Name and Address :

Incorp Services, Inc.

1100 H Street, N.W.
Washington DC 20005

Owner's Name :

Corp. Name : United States Soccer Federation Foundation,

Trade Name :

CofO/HOP# : CO1800770	SSL : 0161 0032	Zone : D-6	Ward : 2	ANC : 2B	PERM NO. :
		UNITS : 1			

General Business - Charitable Solicitation

--THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES--

DC Department of Licensing
and Consumer Protection

*License Effective from the later of Issued or Start of License-Period Date

Interim Director :

Shirley Kwan-Hui

Date : 7/26/2023 10:16:29 AM



City of Henderson Finance Department
Business License Division
240 S Water Street
Henderson, NV 89015
702-267-1730

License #: 2010000401

MUSCO SPORTS LIGHTING, LLC
100 1ST AVE W
OSKALOOSA, IA 52577

BUSINESS LICENSE
CITY OF HENDERSON, NEVADA

Expiration: 4/30/2023
License Type: Contractor
License Sub-Type/#: Contractor / 2010000401
Business Name: MUSCO SPORTS LIGHTING, LLC
Business Location: 100 1st AVE W
OSKALOOSA, Iowa 52577
Jurisdiction: City of North Las Vegas
Clark County

Jatasha Millikin
SUPERVISING BUSINESS LICENSE TECHNICIAN



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/05/2023

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).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017 E-MAIL ADDRESS:														
INSURED Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER B: Sentry Casualty Company</td><td>28460</td></tr><tr><td>INSURER C: Sentry Insurance Company</td><td>24988</td></tr><tr><td>INSURER D: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas Co of America	25674	INSURER B: Sentry Casualty Company	28460	INSURER C: Sentry Insurance Company	24988	INSURER D: Indian Harbor Insurance Company	36940	INSURER E:		INSURER F:	
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INSURER A: Travelers Property Cas Co of America	25674														
INSURER B: Sentry Casualty Company	28460														
INSURER C: Sentry Insurance Company	24988														
INSURER D: Indian Harbor Insurance Company	36940														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570101418418 **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.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
C	X	COMMERCIAL GENERAL LIABILITY			9016877004	07/01/2023	07/01/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$10,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
		POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							
		OTHER:							
C		AUTOMOBILE LIABILITY			90 16877 003	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X	UMBRELLA LIAB			CUP3S63336023NF	07/01/2023	07/01/2024	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB						AGGREGATE	\$10,000,000
		DED <input type="checkbox"/> RETENTION <input type="checkbox"/>							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9016877001	07/01/2023	07/01/2024	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)			AOS			OTH-ER	
		If yes, describe under DESCRIPTION OF OPERATIONS below			9016877002	07/01/2023	07/01/2024	E.L. EACH ACCIDENT	\$1,000,000
					AZ, WI			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
D		Architects & Engineers Professional			CE0742113903	07/01/2023	07/01/2024	Aggregate	\$5,000,000
					Claims-Made			SIR	\$250,000
					SIR applies per policy terms & conditions			Each Claim	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Musco project 225958 - Sandstone Ridge Park Tim Howard Foundations Mini-Pitch. City of North Las Vegas, its officers, officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of North Las Vegas
2250 Las Vegas Blvd.
Suite 710
North Las Vegas NV 89030 USA

CANCELLATION

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

Holder Identifier : ABCGHJUM

Certificate No : 570101418418





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/05/2023

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.

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000042244														
INSURED Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101418430 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Musco project 225958 - sandstone Ridge Park Tim Howard Foundations Mini-Pitch.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BUILDING <input type="checkbox"/> BROAD <input type="checkbox"/> CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	
	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input checked="" type="checkbox"/> NAMED PERILS	<input type="checkbox"/> TYPE OF POLICY <input type="checkbox"/> POLICY NUMBER				
	<input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570101418430

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas 2250 Las Vegas Blvd. Suite 710 North Las Vegas NV 89030 USA	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 <i>Aon Risk Services Central, Inc.</i>
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AGENCY CUSTOMER ID: 570000042244

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Musco Sports Lighting, LLC	
POLICY NUMBER See Certificate Number: 570101418430		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570101418430	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	INLAND MARINE Installation Floater Contractors Equipment	6014214903	07/01/2023	07/01/2024	Installation Prop Temporary Storage	\$2,500,000 \$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured by written contract or agreement See Continuation Page	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Continuation Page
in effect prior to any loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS
TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Musco Corporation

Endorsement Effective Date: 07/01/2023

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AL, AR, CO, CT, FL, GA, IA, ID, IL, IN, KS, LA, MD, MI, MN, MO, MS, NC, NY, OK, OR,
PA, RI, SC, TN, VA

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION-CERTIFICATE HOLDERS
WORKERS COMPENSATION**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

Change effective 07/01/2022
WC 99 06 72 (Ed. 09 11)

9016877
Sentry Casualty Company

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09/23/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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