

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

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| <b>Department:</b> Community Development   | <b>Project Manager:</b> Lina Velasco                           |
| <b>Project Manager E-mail:</b><br>lina_velasco@ci.richmond.ca.us   | <b>Project Manager Phone No:</b><br>(510) 620-6706             |
| <b>P.R. No:</b> Vendor No: 14887   | <b>P.O./Contract No:</b> / 5580                                |
| <b>Description of Services:</b><br>Housing Consortium of the East Bay (HCEB) shall provide specified services at Rydin encampment, and Castro encampment, as time permits. |  |
| <b>Amendment No. 4 modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>   |  |
| <input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>  | <input type="checkbox"/> <b>Payment Limit and Service Plan</b> |
| <input checked="" type="checkbox"/> <b>Term and Service Plan</b>   | <input type="checkbox"/> <b>Service Plan</b>                   |

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Housing Consortium of the East Bay (HCEB)

Company Name: \_\_\_\_\_

Street Address: 410 7th Street, #203 Oakland, CA 94607

City, State, Zip Code: Oakland, CA 94607

Contact Person: Darin Lounds

Telephone: (510) 832-1382

Email: dlounds@hceb.org

Business License No: 4006-1230 / Expiration Date: December 31, 2022

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on March 16, 2021, which **original** term commenced on April 1, 2021 and terminates February 12, 2022 with an **original** contract payment limit of \$560,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

By DocuSigned by:  
Thomas L. Butt <sup>DS</sup>  
64A4FEAB53BE4C0...  
Title: Mayor Mayor 7/8/2022

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

By DocuSigned by:  
Pamela Christian  
C6643BEE4A43406...  
City Clerk

Approved as to form:

By DocuSigned by:  
[Signature] For  
0F098C1E4C50485...  
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:  
Housing Consortium of the East Bay (HCEB)

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]  
6B12486C368E48E...  
Title: Board President

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By DocuSigned by:  
William Bonville  
003A78BE299343B...  
Title: Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment between the City of Richmond and Housing Consortium of the East Bay (HCEB)

Amendment No.  
**4**

P.O./Contract No.  
**/ 5580**

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

- 1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

April 1, 2021

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**July 31, 2022**

\_\_\_\_\_  
(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ ~~10,000.00~~ - \$ ~~0.00~~. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 570,000.00 ~~\$560,000~~ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

- 3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

HCEB will provide:

- Full time equivalent (FTE) Site Manager
- Site security by the Downtown Streets Team or another City-approved third party provider for 2nd and 3rd shifts (6 PM to 7 AM) and 24/7 on weekends
- Rental Lease of Office trailers
- Administer Flex funds provided by City

Contract Amendment between the City of Richmond and  
Housing Consortium of the East Bay (HCEB)

Amendment No.

**4**

P.O./Contract No.

**/ 5580**

**AMENDMENT PROVISIONS (SERVICE PLAN)  
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

HCEB will provide:

- Full time equivalent (FTE) Site Manager
- Site security by the Downtown Streets Team or another City-approved third party provider for 2nd and 3rd shifts (6 PM to 7 AM) and 24/7 on weekends
- Rental Lease of Office trailers
- Administer Flex funds provided by City

Contract Amendment between the City of Richmond and Housing Consortium of the East Bay (HCEB)

Amendment No. 4

P.O./Contract No. / 5580

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on February 12, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): March 14, 2022
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 10, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): May 31, 2022
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 16, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ ~~10,000.00~~ <sup>\$0.00</sup> for a payment limit not to exceed \$ ~~570,000.00~~ <sup>\$560,000</sup>.
- Term Amendment (insert new termination date): July 31, 2022
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

## City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation insurance as required by the State of California including Employer's Liability (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

| Required Coverage  | Minimum Limits   |
|--|--|
| Workers' Compensation and Employers' Liability                   | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" located at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .   |
| General Liability<br><i>(primary and excess limits combined)</i> | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate)</b> .<br><br>Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors.<br><br>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below. |

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| <p><b>City of Richmond Insurance Requirements – Type 5:<br/>Vendors, Suppliers, Small Grant Recipients &amp; Nonprofit<br/>Organizations</b></p> |
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|   |  |
|---|--|
| Automobile Liability (If auto is used.)                                   | <b>\$1,000,000</b> per occurrence for bodily injury and property damage.   |
| Fidelity Bond/Crime Coverage<br><i>(Applies if receiving City funds.)</i> | In an amount stipulated by City depending upon the scope of Contract.<br><i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i> |

| Required Policy Conditions              |  |
|---|--|
| Additional Insured Endorsement          | <p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p> <p>SAMPLE ENDORSEMENT can be found at:<br/><a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p> |
| Waiver of Subrogation Endorsement Form  | <p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at<br/><a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>  |
| Primary and Noncontributory             | The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.   |
| A. M. Best Rating                       | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.   |
| Deductibles and Self-Insured Retentions | <p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>  |

#### **Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

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| <p style="text-align: center;"><b>City of Richmond Insurance Requirements – Type 5:<br/>Vendors, Suppliers, Small Grant Recipients &amp; Nonprofit<br/>Organizations</b></p> |
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**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|  |                  |  |  |
|--|------------------|--|--|
| <b>AGENCY</b><br>Arthur J. Gallagher & Co. |                  | <b>NAMED INSURED</b><br>Housing Consortium of the East Bay<br>410 7th Street, Suite 203<br>Oakland, CA 94607 |  |
| <b>POLICY NUMBER</b>                       |                  | <b>EFFECTIVE DATE:</b>   |  |
| <b>CARRIER</b>                             | <b>NAIC CODE</b> |  |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: CRIME  
 Policy#: 2022-10963-PROP  
 Carrier: Nonprofits' Insurance Alliance of CA  
 Policy Term: 4/15/2022 To 4/15/2023  
 Employee Theft: Limit: \$50,000 / Deductible: \$500  
 Forgery or alteration: Limit: \$50,000 / Deductible: \$500

Named Insured: Housing Consortium of the East Bay; Inclusive Communities East Bay, LLC; Magnolia Terrace, LLC; Mentally Handicapped Childrens Organization, Inc., Luella Fuller Group Home; Tri-Valley BMR, LLC; Ashland NSP, LLC, Fairview Homes, LLC.

The City of Richmond, its officers, officials, employees, agents and volunteers are named additional insured with respect to the operations of the named insured. Waiver of Subrogation on Worker compensation applies in favor of additional insured. The insurance provided in the Commercial General Liability policies are primary and any other insurance shall be excess only and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Endorsement to follow.

POLICY NUMBER: 2022-10963

COMMERCIAL GENERAL LIABILITY

Named Insured: Housing Consortium of the East Bay; Inclusive Commu

CG 20 10 12 19

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)<br>Or Organization(s)  | Location(s) Of Covered Operations    |
|---|--------------------------------------|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. | All insured premises and operations. |
| 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 shown in the Declarations; whichever is less.

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

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.