

NPP2559438C

Renewal of Number

\*\*\* RENEWAL CERTIFICATE \*\*\*

Direct Bill Policy

POLICY DECLARATIONS

Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

No. NPP2559438D

NAMED INSURED AND ADDRESS:

Argento New Music Project

P.O. Box 824

New York, NY 10024

POLICY PERIOD: (MO. DAY YR.) From: 04/01/2018 To: 04/01/2019

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Performing Art

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NPP2559438C IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$950.00
Directors And Officers Liability Coverage Part	\$1,053.00

TOTAL:	\$2,003.00
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Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: SZERLIP & COMPANY, INC. (3917)  
288 Main Street  
Millburn, NJ 07041

Issued: 03/21/2018 12:32 PM

By:   
Authorized Representative

UPC (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

## EXTENSION OF DECLARATIONS

Policy No. NPP2559438D

Effective Date: 04/01/2018

12:01 AM STANDARD TIME

### FORMS AND ENDORSEMENTS

**The following forms apply to multiple coverage parts**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0104	12/04	New York Changes - Premium Audit
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0023	07/02	Nuclear Energy Liability Exclusion Endorsement
IL0268	01/11	New York Changes - Cancellation And Nonrenewal
L-224NY	06/11	Punitive Or Exemplary Damages Exclusion
L-367	02/11	Minimum Earned Premium Endorsement
L-610NY	01/07	Expanded Definition Of Bodily Injury - New York
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
NTE NY	01/15	Notice Of Terrorism Exclusion
NPP Jacket	09/10	Non Profit Package Policy Jacket

**The following forms apply to the Commercial Liability coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0163	07/11	New York Changes - Commercial General Liability Coverage Form
CG2026	07/04	Additional Insured - Designated Person Or Organization
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
CG2621	10/91	New York Changes - Transfer Of Duties When A Limit Of Insurance Is Used Up
* L 806	07/16	Exclusion - Access or Disclosure or Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
L-232s	09/05	Classification Limitation Endorsement
L-278	11/07	Independent Contractors/Subcontractors Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-500	02/11	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors, And Subcontractors
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-549	12/07	Absolute Professional Liability Exclusion
L-581NY	04/11	Animal Exclusion
L-618CNY	08/11	Amendment Of Premium Audit Conditions - New York
L-631	02/11	Event Vendor/Exhibitor & Contractor - Exclusion

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

## EXTENSION OF DECLARATIONS

Policy No. NPP2559438D

Effective Date: 04/01/2018

12:01 AM STANDARD TIME

### FORMS AND ENDORSEMENTS

* L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-697NY	11/07	Absolute Asbestos Exclusion With A Hostile Fire Exception
L-698NY	11/07	Absolute Lead Exclusion With A Hostile Fire Exception
L-699NY	11/07	Absolute Pollution Exclusion With A Hostile Fire Exception
L-700NY	11/07	Absolute Silica Exclusion With A Hostile Fire Exception
L-703 DOL NY	03/13	Molestation or Abuse Insurance
L-744 NPP NY	03/13	Blanket Additional Insured Endorsement
L-767 NPP	11/11	Exclusion - Bleacher Collapse
L-787	05/13	Infringement Of Copyright, Patent, Trademark Or Trade Secret Endorsement

**The following forms apply to the Directors And Officers Liability coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
DO-100 NY	03/15	Coverage Part A. Non Profit Directors And Officers Liability
DO-101 NY	01/13	Coverage Part B. Employment Practices Liability
DO-283 NY	01/14	Data & Security+ Endorsement
DO-290 NY	03/13	Fair Labor Standards Act Sub-Limit Endorsement
DO-NY DN	06/12	New York Disclosure Notice
USL DOJ NY	10/12	Non-Profit Professional Liability Policy Common Policy Conditions

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. NPP2559438D

Effective Date: 04/01/2018  
12:01 AM STANDARD TIME

**LIMITS OF INSURANCE**

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Abuse And Molestation Liability Each Occurrence	\$100,000
Abuse And Molestation Liability Aggregate	\$300,000

**LIABILITY DEDUCTIBLE**

\$0

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	552 Riverside Drive Suite 1k, New York, NY 10027	001

**PREMIUM COMPUTATION**

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	
1	Theaters - Not-For-Profit only	49185	900 Per 1,000 Admissions	Included	833.077	Included	\$750	
1	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	Included	100.000	Included	\$100	
1	Additional Insured - Designated Person	49950	1 Per Additional Insured	Included	100.000	Included	\$100	
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$500	
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$950	
(This Premium may be subject to adjustment.) MP - minimum premium								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

DIRECTORS & OFFICERS LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NPP2559438D

Effective Date: 04/01/2018

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

Argento New Music Project  
P.O. Box 824  
New York, NY 10024

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 04/01/2018 To: 04/01/2019

**Coverage Part A: Non Profit Directors and Officers Liability**

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: \$879

**Coverage Part B: Employment Practices Liability**

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: \$174

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**DIRECTORS & OFFICERS LIABILITY COVERAGE PART DECLARATIONS**

**PLEASE READ YOUR POLICY CAREFULLY.**

**THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.**

**No. NPP2559438D**

Effective Date: **04/01/2018**

12:01 AM STANDARD TIME

**Coverage Part C: Fiduciary Liability**

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Endorsement EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## Notice Of Terrorism Exclusion

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*.

*Section 102(1) defines an act of terrorism as:*

“Any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States—(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to—(I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of—(I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.” Section 102(1)(B) states, “No act shall be certified by the Secretary as an act of terrorism if—(i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers’ compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.” Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone.

You opted not to purchase this coverage.

The Certified Acts of Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 04/01/2018

The City of New York, including its officials and employees

c/o Department of Cultural Affairs

31 Chambers Street, 2nd Floor

New York, NY 10007

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

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 their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with the premises owned by or rented to you.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

*(This exclusion applies only to the Commercial General Liability Coverage Form. It does not apply to the ERRORS AND OMISSIONS COVERAGE PART if coverage for Access or Disclosure of Confidential or Personal Information and Data-Related Liabilities is provided under the ERRORS AND OMISSIONS COVERAGE PART. PLEASE READ YOUR POLICY CAREFULLY.)*

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED**

It is agreed:

**SECTION I – COVERAGES, COVERAGES A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, p. Electronic Data** is hereby deleted and replaced by the following:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**SECTION I – COVERAGES, COVERAGES B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions,** is amended by the addition of the following:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets,

processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**ABSOLUTE EXCLUSION FOR LIQUOR AND OTHER RELATED LIABILITY**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. Liquor Liability** is deleted in its entirety and replaced by the following:

**c. Liquor Liability**

Loss or expense, including but not limited to the cost of defense, arising from or resulting, directly or indirectly, from:

- (1) The causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age;
- (3) The furnishing of alcoholic beverages to a person who is under the influence of alcohol;
- (4) Violation of any statute, ordinance or regulation relating to the sale, gift, distribution, furnishing or use of alcoholic beverages; or
- (5) The failure of any insured to prevent “bodily injury”, “property damage” or “personal and advertising injury” to any person, including but not limited to an alleged intoxicated person, caused or alleged to be caused by the intoxication of any person(s) whether or not concurrent with other actual or alleged causes or whether or not any insured(s) furnished or served alcoholic beverage to such intoxicated person(s).

This exclusion applies to all injury sustained by any person, including mental anguish or emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

- (1) Hiring, placement, employment, training, supervision, control or retention of a person for whom any insured is or ever was legally responsible; or
- (2) Investigation or reporting to the proper authorities, or failure to so report; or
- (3) The failure to protect any person while that person was in the insured’s care, custody or control, including but not limited to providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

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