Huntington Landmark Senior Adult Community Association
20880 Oakridge Lane, Huntington Beach, CA 92646

Architectural Control Committee (ACC) Specifications

Standard 08 Chair Lift September 02, 2021

1. A Chair Lift may be jointly owned by more than one second floor Owner. Each Owner, if more than one, must sign a Chair Lift Use Permit Agreement.

2. The Chair Lift shall be installed, maintained, and used as recommended by the manufacturer.

3. I will maintain the Chair Lift in good working order and appearance and provide maintenance reports to the Huntington Landmark HOA at least annually or more often if maintenance is recommended more frequently by the manufacturer.

4. I will allow an equally divided interest of the Chair Lift to be purchased from me by any of the other upstairs Owners of my building, with each Owner equally sharing in the Chair Lift's purchase, installation, and maintenance expenses. Original documents will be provided at such time to determine appropriate costs.

5. A leasing or renting tenant is not entitled to use the Chair Lift without a valid Chair Lift Use Permit Agreement issued to the unit's Owner. If a valid Chair Lift Use Permit does exist, the Chair Lift use by the leasing or renting tenant is conditioned upon its safe and proper use.

6. The Chair Lift may be used only by the Owner(s) and their guest(s). Guests must be 18 years of age, unless needed due to an injury or medical condition, and then only when assisted and accompanied by a person 18 years of age or older.

7. If my Unit is sold, my interest in the Chair Lift may be transferred to the new Owner. If the new Owner of the Unit does not want that interest, if other Owners are involved, their Chair Lift ownership and expense interest proportionally increases. If no one is found to whom to transfer interest, the Chair Lift removal must be accomplished in a workmanlike manner by competent contractors. All costs for such removal, plus repair of any damage to the building, stairs, handrails, or landings will be at my own expense. The scope of such repairs will be determined by the Association's Maintenance Committee and must be done to their satisfaction.

8. For material breach of a Chair Lift Use Permit, if not remedied within 10 days after receiving the Association's written notice, the Association reserves the right to suspend or terminate the breaching party's Chair Lift Use Permit thirty (30) calendar days after written notice has been served upon the breaching party(s). Notice is deemed to have been given when correctly addressed, postage fully prepaid, and sent by Certified Mail/Return Receipt Requested, and delivered by the U.S. Postal Service.

9. This Chair Lift Use Permit Agreement is deemed to have been signed and entered into in Huntington Beach, California, and should any Chair Lift dispute arise pursuant to, or pertaining to this Agreement, the dispute shall be submitted to the

Huntington Landmark HOA Board of Directors for resolution. Such determination will be final and binding, and I agree to be bound by such a decision and to not institute any legal proceedings, ADR proceedings, claims or lawsuits over the Board's determination.

10. Excluding negligent or intentional acts by the Association and Huntington Landmark, including employees, agents, or guests thereof, the Chair Lift's owner(s) agree to hold harmless and indemnify the Association for any injury or death resulting from the Chair Lift's installation, use or removal.
11. Prior to installation, or subsequently if the Chair Lift is already installed, the Owner(s) shall provide evidence of, and maintain thereafter, liability insurance covering property damage, bodily injury, wrongful death, or another occurrence, in an amount not less than $100,000. I understand that the Association has recommended a minimum of $500,000 for the protection of all who may become involved. In addition, the Association requires that both the Association and the Association's management company (Seabreeze) be added as additional insured's on said Policy.
12. My percentage of ownership in the Chair Lift is: _____%

_____
Signature of Owner

_____
Date

_____
Printed Name

_____
Full Address, Unit Number

_____
Signature of ACC Witness/Date

ATTACHMENT TO ACC SPECIFICATION FOR SOLARIUMS & CHAIR LIFTS

This is to inform you that (Print Name) _____
living in Unit # _____ has requested permission from the Architectural Control Committee (ACC) to install the following item on his building:

_____ A Solarium on his back patio

_____ A Chair Lift on the stairs leading to the 2nd floor of Building Number _____

Please sign below your acknowledgement of this proposed change to your building or close environment. This only indicates that you are aware in advance of this proposed change, nothing more. If you have any concerns regarding this proposed installation, please arrange to speak to the ACC personally.

Printed Name: _____
Unit Number: _____

Signature: _____

Printed Name: _____
Unit Number: _____

Signature: _____

Printed Name: _____
Unit Number: _____

Signature: _____

Huntington Landmark Senior Adult Community Association
20880 Oakridge Lane, Huntington Beach, CA 92646

Architectural Control Committee (ACC) Specifications

Standard 08 Chair Lift September 02, 2021

GENERAL

These specifications refer specifically to a Chair Lift which is electronically driven and used to transport a person between the ground and second floor of a building by a rail or track that is attached to the building's outside rear staircase. There is no high voltage involved.

PROCEDURE

1. A Chair Lift is typically installed when one or more second floor Owners, due to age or health reasons, are having trouble climbing up and down the stairs.
2. A Chair Lift may be owned by one or more Owners. Each Owner must sign a Chair Lift Use Permit Agreement in conjunction with acquiring ownership. Each Agreement must be signed and be on file with the ACC.
3. The owner(s) must read, understand, and agree to abide by all the Association's ACC Chair Lift Use Permit Agreement conditions and manufacturer's specifications regarding installation of a Chair Lift for their residence.
4. The owner(s) and their contractor must agree that installation and operation of the Lift will comply with all applicable California Building Codes, the Huntington Beach Building Codes, and other requirements of the HB Department of Planning & Building (HBPB).
5. The Chair Lift shall usually be installed on the back staircase of the building; or whichever staircase is used the least or less visible from the street.
6. The electrical shall be in conduit painted to match the surface on which it is installed. If possible, all conduits will be below the surface of the balcony floor to prevent tripping and for aesthetic reasons.
7. The Chair Lift must not hinder use of at least one existing handrail utilized by others who use the stairs.
8. There will be a maximum of one Chair Lift on each building. If one is already in place, it must be shared by those needing assistance to the second-floor Units.
9. The Chair Lift is powered by low voltage electricity. A diagram must be provided showing the proposed electrical installation; from which Unit the electrical is coming, and its path from that Unit to the staircase and the Chair Lift. The electrical must be enclosed in conduit and hidden under the breezeway balcony to prevent a trip hazard and for aesthetic reasons. If the conduit is easily visible to those in the surrounding area, it must be painted to match the surface on which it is mounted. **A City Building Permit is required for the electrical installation only if this is an A/C Chair Lift.**

10. The Chair Lift installation must be accomplished by a licensed and insured contractor in compliance with all necessary Building Permits. The Owner(s) shall have the contractor read all applicable ACC Standards, and read and sign the attached Contractor Acceptance Agreement, a copy of which shall be given to the ACC. If there is more than one contractor involved in the project (i.e., one for the electrical installation and another for the Chair Lift) each contractor must read this Standard and sign a Contractor Acceptance Agreement which is given to the ACC.

11. Prior to installation, or subsequently if the Chair Lift is already installed, the Owner(s) shall provide evidence of, and maintain thereafter, liability insurance covering property damage, bodily injury, wrongful death, or another occurrence, in an amount not less than $100,000. I understand that the Association has recommended a minimum of $500,000 for the protection of all who may become involved. In addition, the Association recommends that both the Association and the Association's management company (Seabreeze) be added as additional insured's on said Policy. Obtaining individual liability insurance is the best means by which an owner can assure that applicable insurance is in place, since the Association's Master Policy may contain deductibles or other policy exclusions. Each Unit Owner is encouraged to consult with their individual insurance professional concerning such liability coverage.

HUNTINGTON LANDMARK
20880 Oakridge Lane – Huntington Beach, CA 92646
Architectural Control Committee (ACC) Application

ACC Standard Number and Name: (Note: Complex projects may require multiple applications)	
Owner Name:	Date:
Address and Unit #:	
Home Phone #:	Mobile Phone#:
Email:	Unit Model:

1. Scope of work:

_____
_____
_____
_____

2. I have read and understand the Specifications applicable to my request. It is my responsibility to provide the Specifications to my contractor and be sure they read and understand them. I understand that my contractor needs to read and sign the Contractor Acceptance Agreement and that it is for my protection.
3. I understand and acknowledge that any damages to Association property resulting from actions of the contractor I hired are my responsibility and I will be held liable, which may include removal of the improvement and/or repairs to be done at my cost.
4. I understand the entity performing the work must be properly licensed and insured.
5. I understand that in certain major structural alterations the Association may need to bring in the services of an outside consultant for evaluation of plans, to monitor progress, perform final inspections, etc. and in such instances I, the owner, will be held financially responsible.

Owner Signature:	Date:
Contractor Name:	License #:
Contractor Address:	Contractor Phone#:

*******BELOW FOR ACC USE ONLY *******

Tentative Approval by:	1.	2.	Date:
Waiting to Receive:			
Application Denied by:	1.	2.	Date:
Approved to Commence by:	1.	2.	Date:
Final Inspection and Approval by:	1.	2.	Date:

CONTRACTOR ACCEPTANCE AGREEMENT

Owner Name:	Address and Unit #:
Standard Number and Name:	
Scope of Work:	

As Contractor for the above stated project, I certify that I have read all the applicable Architectural Control Committee (ACC) Standards and Maintenance Standards for the work I have been hired by the Unit owner to perform, I understand them, and I am able to comply with all items.

I understand that the ACC or their representative will inspect all work I have done when the owner notifies Management that they have been completed.

Further, I understand that should I fail to meet all requirements described within the Standards, I am required, **at my expense – not that of the owner who hired me**, to make necessary changes and corrections to bring the work into compliance.

I am providing my *Certificate of Worker's Compensation* or a letter declaring sole proprietorship, including a statement describing exemption due to "no employees" for the project file.

I am providing **two *Certificates of Liability Insurance*** and the ***Additional Insured Blanket Endorsement*** for the project file with each certificate naming one of the following:

1. **Seabreeze Management**
   26840 Aliso Viejo Parkway Suite #100
   Aliso Viejo, CA 92656

   And

2. **Huntington Landmark**
   20880 Oakridge Lane
   Huntington Beach, CA 92646

Contractor Printed Name and License #:
Contractor Signature and Date:
Owner Signature and Date:

Owner Printed Name:	Unit #:

STANDARD CONTRACTOR REQUIREMENTS

1. All work is to be performed by a licensed and insured contractor per California law.
2. A copy of the pertinent ACC Standards, the ACC approval letter and the City of Huntington Beach permits must be kept available on the job site for the duration of the project.
3. All trash and material generated at the project site must be transported out of Huntington Landmark property by the contractor. Trash and material from the project cannot be placed in Association trash containers – the owner is responsible for all costs to remove trash and material is found in Association trash containers.
4. The term "contractor" includes their employees, agents, subcontractors, suppliers, and any other person under their cognizance.
5. Work hours are designated Monday through Saturday, 7:30 am to 6:00 pm with the exception of emergencies.
6. No unnecessary noise, radios, or boom boxes – be considerate of other residents.
7. Safety cones, yellow tape and any other type of precautionary items are to be in place by contractor at and around the project site when necessary.
8. Construction site must be left clean each day.
9. Construction items such as sand, cement, and dirt must not be placed on streets, walkways, or grass without protective underlying ground cover in place.
10. Parking restrictions, fire lanes, and speed restrictions must always be observed and respected.
11. Contractors are to park on the street – not in Resident-only parking spaces adjacent to the garages.
12. Contact security at the Atlanta gate if you are unsure where to park.
13. No signs advertising the contractor may be posted at any time.
14. All contractor vehicles must be clearly identified with signage indicating to whom they belong. A dashboard permit must be obtained at the Atlanta gate security.
15. Owner must provide a copy of these requirements to their contractor.

Contractor Signature:	Date:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2020

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 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	CONTACT NAME: INSURER	
COMPANY NAME ADDRESS PHONE	PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CARRIER NAME	XXXX
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		Policy # xxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE	$ X000000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ X00000.00
							MED EXP (Any one person)	$ X0000.00
							PERSONAL & ADV INJURY	$ X000000.00
							GENERAL AGGREGATE	$ X000000.00
							PRODUCTS - COMP/OP AGG	$ X000000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [X] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Policy#XXXXXXXXXX	01/01/2020	12/31/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ X000000.00
							E.L. DISEASE - EA EMPLOYEE	$ X000000.00
							E.L. DISEASE - POLICY LIMIT	$ X000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Seabreeze Management
26840 Aliso Viejo Parkway Suite 100
Aliso Viejo, CA 92656

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
Rep. Signature

SAMPLE COPY

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2020

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 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	CONTACT NAME: INSURER	
COMPANY NAME ADDRESS PHONE	PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX
	E-MAIL ADDRESS: person@email.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CARRIER NAME	XXXX
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		Policy # xxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE	$ X000000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ X00000.00
							MED EXP (Any one person)	$ X0000.00
							PERSONAL & ADV INJURY	$ X000000.00
							GENERAL AGGREGATE	$ X000000.00
							PRODUCTS - COMP/OP AGG	$ X000000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [X] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Policy#XXXXXXXXXX	01/01/2020	12/31/2020	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ X000000.00
							E.L. DISEASE - EA EMPLOYEE	$ X000000.00
							E.L. DISEASE - POLICY LIMIT	$ X000000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Huntington Landmark
20880 Oakridge Lane
Huntington Beach, CA 92646

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
Rep. Signature

SAMPLE COPY

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Policy #: _____

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

SAMPLE COPY

2. "Bodily injury" or "property damage" occurring after:

a. 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

b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

SAMPLE COPY