

Architectural Control Committee (ACC) Specifications

Standard 39

Solar Energy System Installation

Approved 2019.09.05

GENERAL

This describes the requirements for installing a solar energy system.

PROCEDURE

Pursuant to Civil Code §4746, §714 and §714.1 the following requirements apply to any Solar Energy System Installation:

1. No solar energy system installation may commence until the plans and specifications have been submitted to and approved by the Architectural Control Committee (ACC) in accordance with these rules, and the CC&Rs (collectively, "Governing Documents"). Compliance with the Governing Documents is separate and apart from compliance with City building permit requirements. The approval by the ACC of any solar energy system installation does not waive the necessity of obtaining any City permits, and obtaining required City permits does not waive the need for ACC approval.
2. Solar energy system installation applications must include a Unit floor plan with clearly marked location and dimensions of proposed location of installation of the solar energy system.
3. Solar energy system applications must include submission of detailed and certified drawings of the project from a Board-Certified Structural Engineer. The drawings must indicate the property address, APN number, Unit number, Owner name, north arrow and a description of the project. All buildings, fences and other items (existing, new or proposed) must be drawn-in and labeled, including all dimensions of proposed work, distances between the new work and the property lines and details of construction method. Note: the solar energy system cannot be installed in a manner which would require tree-trimming to accommodate installation.
4. Applications must include a detailed manufacturer's description of the solar energy system including type of system (photovoltaic, thermal, etc.), method of installation, list of materials and finishes, warranty information, battery backup specifications, and methods to seal penetrations.
5. In accordance with California state law article 4216, Owner and their contractor are responsible to ensure proper dig location in relation to possible underground utilities. Owner and contractor must contact and coordinate a site analysis to be performed by the Underground Service Alert of Southern California (Digalert) qualified person. The solar energy installation contractor's proposed dig location must be delineated prior to the agency's qualified person site assessment of the proposed dig location. The agency's qualified person's findings must be disclosed to the Association's contractor prior to commencement of excavation.
6. A solar site survey conducted by a licensed contractor must be provided by Owners. The survey must include analysis of structural concerns, suitability of location for the equipment and a determination of the equitable allocation of usable solar area among all Owners of the same building.
7. Owners must notify other Owners within the building of their intent to install a solar energy system on the roof and provide written proof of disclosure to Management. The

disclosure must include results from the survey of the equitable allocation of usable solar roof area among all Owners sharing the same roof.

8. The solar energy system must conform to all current applicable engineering requirements as set forth by the California Building Code, the HB Building Code, and any other requirements of the HBBD and ACC. The system must be permitted by the City of Huntington Beach.
9. Owners are responsible for all costs involved with installation and continued maintenance of a solar energy system and any required building maintenance. These costs include legal fees related to filing of a covenant, notary fees, contractor costs related to Common Area modifications to accommodate the system (electrical, landscaping, painting, etc.) and site analysis review by HOA construction manager.
10. Owner understands that periodic building maintenance will be performed by the HOA. If removal of the solar energy system is necessary to perform maintenance, Owner is responsible for all removal and replacement costs. Removal and replacement of the solar energy system for building maintenance can only be performed by a licensed and insured contractor. Panels cannot be stored in patios when they are removed for building maintenance.
11. Owners and successive Owners are required to maintain ongoing liability coverage, including protection of any existing roof warranties. Warranties must be transferrable to successive Owners.
12. Owners are required to disclose conditions of installation to prospective buyers and successive Owners. If the prospective buyer or successive Owner does not wish to maintain the solar energy system and all listed requirements, the Owner must remove the system and restore the roof to its original condition.
13. Owners and successive Owners are responsible for costs of damage to the Common Area (roof) due to exclusive use from installation, maintenance, repair, removal and/or replacement of the system.
14. Owners must comply with Association direction to remove the solar energy system when it is deemed necessary due to building structure issues, damages, disrepair, etc. Owner is responsible for all removal costs and any resultant structural or utility damages and restoration.
15. To secure the Owner's agreement and obligation associated with placement of the solar energy system in common area or exclusive use common area, the Owner shall execute a Covenant regarding installation of solar energy system which shall be recorded with the County Recorder's office, and which shall contain the following provisions. The Covenant shall be prepared by Association legal counsel and paid for by Owner.
 - a. Owner shall covenant, warrant, promise and agree that said solar energy equipment will be installed in accordance with the manufacturer's instructions and all applicable building codes and regulations.
 - b. Owner shall assume all liability for damage or injury to the Project, the Common Area, and Owners separate interest and to other separate interests in the

community and to other persons caused or contributed to by the installation, maintenance, use and/or removal of the solar energy equipment. Owner is expressly responsible for any and all damage caused by the solar energy equipment installation and maintenance.

- c. Owner agrees to defend, indemnify, and hold harmless the Association and any resident for any loss, damage or from any claim or liability caused by or arising from the installation, maintenance, use and/or removal of the solar energy equipment.
- d. Owner shall agree to maintain the solar energy equipment and any portion of the Property affected by the installation of the solar energy equipment including, but not limited to any required repairs in and around the area of the solar panel installation.
- e. Owner understands and agrees that the solar energy system shall be used by Owner only and for the purpose of generating electricity for use by Owner's Unit. Failure to abide by this provision shall constitute a breach of this covenant.
- f. At such time as the covenant ceases or is terminated, or at such earlier time as the Owner removes the solar equipment, Owner shall at Owner's sole expense, restore the affected area of the Property, including but not limited to, any roof and roof system, to its condition prior to the installation.
- g. Owner will agree that at any time the Association requires the solar energy equipment to be removed to allow the Association access to the area, Owner agrees to remove the panels within ten (10) business days' notice at Owner's sole cost and expense. If the solar energy equipment is not removed within ten (10) business days, the Association may proceed to remove it and specially assess the Owner for any and all costs associated with the removal. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
- h. If Owner does not comply with any of the obligations under this Covenant, after ten (10) business days written notice, the Association may remove the solar energy equipment, restore the affected area, and specially assess the Owner for any and all costs associated with the removal and restoration. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
- i. The right to maintain the solar energy equipment on the roof may be terminated upon thirty (30) days advance written notice from Association to Owner, or ten (10) business days after Association issues advance written notice of a breach of this Covenant by Owner, if said breach is still not corrected by the tenth (10th) day after issuance of the notice.
- j. The rights granted by the Association as reflected in this Covenant shall not be transferrable without the express written approval of the Board of Directors. If a buyer or a transferee does not agree in writing to assume responsibility for the solar energy system, all solar energy equipment shall be removed by the Owner, and the affected roof area restored to their condition prior to the installation, no less than thirty (30) days prior to any sale or transfer date. The Association shall specially assess the Owner, or any subsequent Owner of the Lot for any and all costs associated with the removal of the solar energy equipment and restoration of the roof and other affected areas. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and

applicable Civil Code provisions.

- k. Owner agrees to have all solar energy equipment regularly maintained and in good repair. If Owner fails to maintain the solar energy equipment, then upon (10) day's written notice, the Association may cause the removal of the solar energy equipment and restoration of the affected roof areas. The Association shall specially assess the Owner for any and all costs associated with the removal and restoration of the roof and other affected areas. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
- l. Owner understands and agrees that the Association shall have no liability or responsibility to Owner arising out of the approval of any plan, drawing and/or design. Further, by approving the application, the Association shall have no liability or responsibility arising out of: (1) the safety, structural integrity, workmanship, engineering and/or the soundness of the plan, drawing and/or design in the application itself or the work performed pursuant thereto; and/or (2) the compliance with Health & Safety or building codes or other laws or ordinances applicable to the proposed plan, drawing or design.

HUNTINGTON LANDMARK
20880 Oakridge Lane – Huntington Beach, CA 92646
Architectural Control Committee (ACC) Application and Use Permit Agreement (UPA)

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:

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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 #:
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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:
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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 COMPANY NAME ADDRESS PHONE	CONTACT NAME: INSURER		
	PHONE (A/C, No, Ext): XXX-XXX-XXXX	FAX (A/C, No): XXX-XXX-XXXX	
	E-MAIL ADDRESS: person@email.com		
INSURED CONTRACTOR INFORMATION ADDRESS PHONE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : CARRIER NAME		XXXX
	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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	X	Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					BODILY INJURY (Per person) \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
						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



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01/01/2020

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

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

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		Policy # xxxxxxxx	05/01/2020	12/31/2020	EACH OCCURRENCE \$ X000000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ X00000.00						
							MED EXP (Any one person) \$ X00000.00
							PERSONAL & ADV INJURY \$ X000000.00
							GENERAL AGGREGATE \$ X000000.00
							PRODUCTS - COMP/OP AGG \$ X000000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy#XXXXXXXXXX	01/01/2020	12/31/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 **CANCELLATION**

Huntington Landmark 20880 Oakridge Lane Huntington Beach, CA 92646	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

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.

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.

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