



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

December 17, 2014

Ms. Antha Ward  
QuickCaption, Inc.  
4927 Arlington Avenue  
Riverside, California 92504

**RE: Professional Services Contract with QuickCaption, Inc. - Closed Captioning Services for Baldwin County Commission Meetings**

Dear Ms. Ward:

Enclosed is a **fully executed original** *Agreement for Professional Services* approved during the October 21, 2014, Baldwin County Commission meeting, between QuickCaption, Inc. and the Commission for closed captioning services. This *Agreement* commenced on December 6, 2014, and the same shall terminate upon the expiration of thirty-six (36) months, on December 6, 2017, or upon written notification thereof received by either party. This *Agreement* cancels, supersedes and replaces any and all other agreements previously approved between QuickCaption, Inc. and the Baldwin County Commission.

If you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BA7

cc: Anu Gary  
Ron Cink  
Kim Creech  
Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter called "COUNTY"), and QuickCaption, Inc., (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**WHEREAS**, Title 28 part 35 of the Americans with Disabilities Act (ADA) requires that a public entity shall take the appropriate steps to ensure that communications with certain members of the public with disabilities be as effective as that with other members of the general public; and

**WHEREAS**, Title 28 Part 35 the ADA also requires that a public entity furnish auxiliary aids and services and thereby affording individuals with a disability an equal opportunity to participate; and

**WHEREAS**, the COUNTY currently provides, within its broadcasts of the regular meetings to the general public, no auxiliary aids within the broadcasts to those members of the general public who are hearing impaired; and

**WHEREAS**, the COUNTY currently sees no undue burden that would hamper its ability to provide such auxiliary services to the hearing impaired within the County; and

**WHEREAS**, COUNTY seeks to not only be compliant with the law but also to ensure an open and accessible forum to all citizens of Baldwin County; and

**WHEREAS**, the COUNTY considers it as a necessity to seek the expertise and services of a professional consultant for the purposes of better serving the citizenry of Baldwin County by offering real time closed captioning text feed as an auxiliary service to further enhance the currently provided broadcast of the COUNTY'S regular meetings; and

**WHEREAS**, the PROVIDER now approaches the COUNTY to represent and offer that it can adequately render services to the COUNTY in this respect and that it has all of the professional requirements, capabilities and qualities as needed for the services of a professional Broadcast Captioner.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

<b>COUNTY:</b>	Baldwin County, Alabama.
<b>COMMISSION:</b>	Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama.
<b>PROVIDER:</b>	QuickCaption, Inc.
<b>CLOSED CAPTIONING:</b>	Auxiliary services provided by a professionally qualified Broadcast Captioner.
<b>AUXILLARY SERVICES:</b>	The specific service, as-referenced by Title 28 Part 35 of the Code of Federal Regulations, as "closed captioning" and the like.
<b>SHORT-NOTICE MEETING</b>	Meetings falling outside of the regularly-scheduled meetings of the Baldwin County Commission.
<b>REGULAR MEETING</b>	Anyone of the regularly-scheduled meetings of the COUNTY as identified within the respective divisional/organizational resolution adopting the same.

**II. Obligations Generally.** The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

**IV. Necessary Qualifications.** For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it possesses both the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein. PROVIDER agrees that the COUNTY is acting in full reliance on this representation and that the COUNTY does not necessarily possess the expertise to ensure that PROVIDER does in fact possess same.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

- VI. **Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. **Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.
- VIII. **Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. **No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X. **Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. **Entire Agreement.** This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of its duties hereunder, without the COUNTY'S prior written consent, which may be withheld or granted in the sole discretion of the COUNTY. PROVIDER shall not have any rights of ownership or otherwise to the products created during or simultaneously with the respective broadcasts of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: QuickCaption, Inc.  
4927 Arlington Avenue  
Riverside, California 92504

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, Alabama 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified closed captioning provider. The general scope of work for the services shall include all the terms and conditions set forth herein by "Exhibit A."

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY, or designees, as needed or requested.

- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, PROVIDER shall closely coordinate the subject services with the COUNTY and designated personnel.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. Attachments: The exhibits and/or attachments listed below are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. **Exhibit A** – QuickCaption, Inc. Proposal for Closed Captioning Services dated November 10, 2011/Scope of Work/Updated Key Personnel which is attached hereto in its entirety.
- B. **Exhibit B** – Certificate(s) of Insurance.

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out herein.
- C. The COUNTY shall provide any necessary notices to commence, discontinue, or terminate the services herein described.

XIX. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a

reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work (*Exhibit A*). Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective and commence on December 6, 2014, and the same shall terminate upon the expiration of thirty-six (36) months, on December 6, 2017, or upon written notification thereof received by either party pursuant to Section XIX herein related to termination of services. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. PROVIDER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration, or termination of this agreement.

- XXV. **Number of Originals.** This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.
- XXVI. **Governing Law.** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. **Insurance.** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Exhibit B* as if fully set forth.

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

**BALDWIN COUNTY COMMISSION  
"COUNTY" and/or "COMMISSION"**

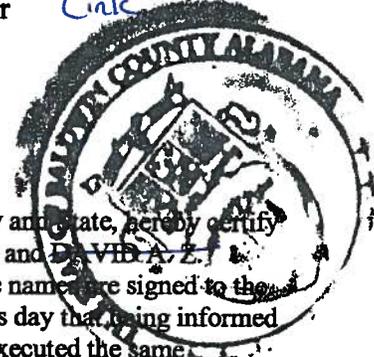
ATTEST:

Charles F. Gruber /Date 12-16-14  
Chairman

Interim

David A. Z. Brewer /Date 12/16/2014  
County Administrator

STATE OF ALABAMA )  
COUNTY OF BALDWIN )



I, Monica E. Taylor, a Notary Public in and for said County and State, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and DAVID A. Z. BREWER, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

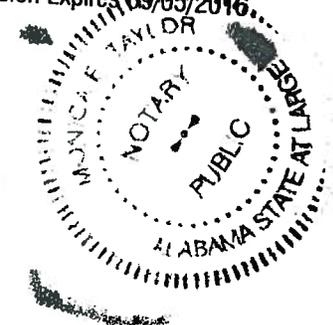
GIVEN under my hand and seal on this the 16th day of December, 2014.

Monica E. Taylor  
Notary Public  
Commission Expires:

**QUICKCAPTION, INC.  
"PROVIDER"**

Danny Lee Bishop /Date 12/10/14  
By DANNY LEE BISHOP  
Its VICE PRESIDENT

My Commission Expires 09/05/2016

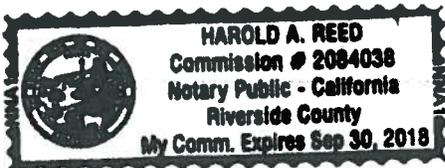


STATE OF California )  
COUNTY OF Riverside )

I, Harold A. Reed, a Notary Public in and for said County and State, hereby certify that Danny Lee Bishop as Vice-President of QUICKCAPTION, INC., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal on this the 10 day of December, 2014.

Harold A. Reed  
Notary Public  
Commission Expires: Sept 30, 2018





- REALTIME CAPTIONING
- TRANSCRIPTION
- VIDEO CAPTIONING
- LED ELECTRONIC DISPLAY SALES

November 10, 2011

Paula Tillman, Public Information Coordinator  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507



Re: RFP – Closed Captioning Services  
Cover sheet/letter

Dear Ms. Tillman:

Enclosed please find our response to the above-referenced request for proposal for closed captioning services.

QuickCaption, Inc. is one of the nation's leading providers of broadcast, remote and onsite CART and real-time captioning, transcription, and video captioning services. As a provider of closed captioning to many businesses, universities, municipalities, and nonprofits, we welcome the opportunity to provide The Baldwin County Commission with the same high quality, professional broadcast closed captioning services.

Again, thank you for considering our response, and we hope to have the pleasure of working with you in the near future!

Sincerely,

A handwritten signature in black ink that reads "Antha A. Ward". The signature is written in a cursive, flowing style.

Antha A. Ward  
President  
award@quickcaption.com

AAW/db

- 4927 ARLINGTON AVENUE
- RIVERSIDE, CALIFORNIA 92504
- TEL 951.779.0787
- WWW.QUICKCAPTION.COM

November 10, 2011



- REALTIME CAPTIONING
- TRANSCRIPTION
- VIDEO CAPTIONING
- LED ELECTRONIC DISPLAY SALES

Paula Tillman, Public Information Coordinator  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

Re: RFP – Closed Captioning Services  
Overview

Dear Ms. Tillman:

QuickCaption has been providing remote, broadcast, and onsite CART and captioning services since 1999 and has logged tens of thousands of hours by providing services to a number of businesses, universities, municipalities, and nonprofits, most of whom are repeat customers. With regards to broadcast closed captioning in particular, our staff is highly familiar and proficient with multiple encoder types, softwares used, and technology involved in providing successful closed captioning. Interfacing with the Link PDR-885 and dedicated phone lines is standard operating procedure. QuickCaption is currently providing over 300 hours a week of CART and captioning services.

QuickCaption's management team brings numerous years of experience to the corporation. Both our President, Antha Ward, and Chief Technical Officer, Dan Bishop, hold Master's Degrees and each has been working in the field of captioning for more than 15 years, Ms. Ward as a captioner and manager and Mr. Bishop in research and development and technical support. Our full-time office staff of six is well versed in CART and captioning, scheduling, and troubleshooting. And most importantly, our team of 70+ certified steno writers/captioners includes many of the most experienced in the industry.

The captioners working on the Baldwin County Commission contract will be those with the two highest level of certification, the Certified Broadcast Captioner (CBC) and the Certified Realtime Reporter (CRR), awarded by the National Court Reporters Association (NCRA). These captioners include, but are not limited to, Darlene Pickard, CBC, CCP, CRR, RDR, Robin Sellman, CBC, CRR, Kristin Liska, CRR, CCR, RMR, Brandi Kent, CBC, RPR, Sheri Smargon, CBC, CRR, RMR, M.A., and Tanya Ward English, CBC, CRR, CCP.

Sincerely,

A handwritten signature in black ink that reads "Antha A. Ward". The signature is written in a cursive, flowing style.

Antha A. Ward  
President

AAW/jb  
■ 4927 ARLINGTON AVENUE  
■ RIVERSIDE, CALIFORNIA 92504  
■ TEL 951.779.0787  
■ WWW.QUICKCAPTION.COM



- REALTIME CAPTIONING
- TRANSCRIPTION
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**RFP - Closed Captioning Services**

**Paula Tillman, Public Information Coordinator  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507**

**Developed and Submitted: November 10, 2011  
Proposal Submission: 2:00 p.m. CST, Monday, November 21, 2011**

**QuickCaption, Inc.  
Antha A. Ward, President  
4927 Arlington Avenue  
Riverside, CA 92504  
Telephone: 951-779-0787  
Emergency Telephone: 951-536-0850  
Fax: 951-779-0980  
[www.QuickCaption.com](http://www.QuickCaption.com)  
Direct email: [award@quickcaption.com](mailto:award@quickcaption.com)**

**Business organization, license number, federal and state ID:**

**QuickCaption is a California corporation, Secretary of State Corporate Number: 2549491  
QuickCaption is a California State Certified Small Business, number 30021  
DUNS: [REDACTED]  
SIC: 7280  
Federal Tax ID: [REDACTED]**

- 4927 ARLINGTON AVENUE
- RIVERSIDE, CALIFORNIA 92504
- TEL 951.779.0787
- WWW.QUICKCAPTION.COM

### **Implementation Approach:**

QuickCaption will provide remote broadcast [line 21] realtime closed captioning for scheduled meetings. QuickCaption owns and operates numerous encoder types and steno/captioning softwares and is highly familiar with the technology involved in providing high quality, professional, successful captioning via these encoders and softwares. For traditional line 21 captioning, the client will select number of lines to be displayed, caption placement, and roll-up/pop on format. The default has been set to two lines of text, left-aligned, roll-up.

In all cases, QuickCaption's realtime captioners capture 100% of the spoken word with a minimum of 95% accuracy. Accuracy issues are typically a case of poor or unintelligible audio of which QuickCaption cannot control. QuickCaption's most qualified and certified captioners will be assigned to this contract. Once assigned, QuickCaption will work diligently to maintain the same staff in order to maximize familiarity with terminology, names, and current events.

QuickCaption performs random quality assurance checks on a continuous basis. Any and all captioners not achieving the minimal level of accuracy (95%) are removed from all assignments until such issues have been remedied. QuickCaption works closely with each captioner to maintain or exceed minimum standards. Quality assurance reports are prepared monthly for captioners maintaining or exceeding quality standards and weekly for captioners working minimally at or near quality standards. QuickCaption will remove any captioner at the request of the client, replacing them with another equally or higher qualified captioner.

Although QuickCaption's captioners are highly skilled and possess intensive dictionaries, prep material is requested whenever possible. The submission of prep material prior to an event allows QuickCaption's captioners to perform with that much more accuracy. Prep material would include names, topic-specific terminology, website addresses, acronyms, PowerPoints, outlines, etc.

### **Overview of Project/Scope of Work:**

QuickCaption offers to provide broadcast realtime closed captioning for

- Baldwin County Commission Meetings
- various other County Public Forums
- miscellaneous other filming and productions

And in doing so, QuickCaption will

- caption the County cablecast through an audio feed via audio telephone coupler.
- deliver captions from a separate telephone line into a Link line 21 encoder via modem.
- be capable of performing captioning services 24 hours a day, 7 days a week, 365 days a year.
- utilize 70+ experienced and certified captioners
- maintain adequate resources to continue continuous captioning during scheduled times as well as beyond those times, until the end of the program or until advised
- connect at the prearranged time and no less than 15 minutes prior to the start of the program
- utilize standby staff who can assume any assignment where the assigned captioner is experiencing difficulty connecting with the client.
- notify the client immediately should there be an interruption in audio feed.
- have all assigned captioners prepare prior to the event to assure names and titles are spelled properly
- provide verbatim captioning with the best possible translation and with accuracy at no less than 95%
- provide verbatim captioning with a delivery latency at no more than three seconds, or that which is determined by the client
- confirm and schedule all assignments within 12 hours of receipt of request

**Transcript:**

The transcript of each event will be forwarded to The Baldwin County Commission within 48 hours of the completion of each event. This file will be sent via email in Microsoft Word .doc format (if no other format selected by the client).

**Scheduling:**

Upon award of the contract, The Baldwin County Commission will be assigned two primary direct contacts for scheduling purposes. Scheduling an event will be seamless and as simple as emailing or calling the designated QuickCaption contact with event details. Events may be scheduled up to 24 hours prior to the event (with exception) and may be scheduled 24/7/365. The request for services will be acknowledged within two hours and confirmed and scheduled shortly thereafter.

**Technical Support:**

QuickCaption maintains technical support staff to assist clients and captioners with encoder issues, audio problems, captioning connection challenges, and other technical needs. Technical support is available 24 hours a day, 7 days a week.

**Pricing:**

Remote broadcast [line 21] realtime closed captioning for scheduled meetings:  
\$79.00 per hour, all inclusive as described in RFP  
One-hour minimum  
Invoiced in 15-minute increments after first hour  
Connections initiated 15 minutes prior to each event, no additional charge  
Connections in excess of 15 minutes will be invoiced

Prices are firm for 12 months or through the completion of the contract period and subsequent renewal option years.

**Invoicing:**

Invoices are fully itemized, produced monthly for all completed assignments within that month, and emailed following the close of each month. Invoices are NET30 unless otherwise agreed and contracted.

**Cancellation Policy:**

Events which are canceled or rescheduled with 24 hours or more advance notice are not subject to charge and shall not be invoiced.

**References:**

Please feel free to contact any of the below-referenced with regards to QuickCaption's abilities, professionalism, and commitment with regards to providing captioning services.

**Reference #1:**

Name: California State University Northridge  
Address: Media Equipment Services  
18111 Nordhoff Street  
Northridge, CA 91330-8216  
Contact Person: Christopher Mahoney, Broadcast Engineer  
Telephone Number: 818-359-1882  
eMail: [christopher.mahony@csun.edu](mailto:christopher.mahony@csun.edu)  
Date of Project: Start: 5/08 Finish/Status: Ongoing  
Brief Description of project: Provide broadcast realtime closed captioning services via encoder/decoder

**Reference #2:**

Name: University of New Mexico  
Address: Accessibility Services  
2021 Mesa Vista Hall  
MSC06 3810  
Albuquerque, NM 87131  
Contact Person: Amanda Butrum, Director  
Telephone Number: 505-277-2698  
eMail: [aibutrum@unm.edu](mailto:aibutrum@unm.edu)  
Date of Project: Start: 1/08 Finish/Status: Ongoing  
Brief Description of project: Provide broadcast realtime closed captioning services via encoder/decoder for closed circuit, Jumbotron, and webstream

**Reference #3:**

Name: California Polytechnic State University  
Address: San Luis Obispo, CA 93407  
Contact Person: Pete Woodworth or Dan Mull  
Telephone Number: 805-756-7197  
eMail: [pwoodwor@calpoly.edu](mailto:pwoodwor@calpoly.edu) or [dmull@calpoly.edu](mailto:dmull@calpoly.edu)  
Date of Project: Start: 8/10 Finish/Status: Ongoing  
Brief Description of project: Provide broadcast realtime closed captioning services via encoder/decoder

**Reference #4:**

Name: Annual Event: Spirit of the Entrepreneur Awards  
Address: c/o CSUSB IECE  
5500 University Park  
San Bernardino, CA 92407-2397  
Contact Person: Dr. Mike Stull  
Telephone Number: 909-537-3708  
Date of Project: Start: Annually since 2003  
Brief Description of project: Provide broadcast realtime closed captioning services via encoder/decoder

QuickCaption will provide additional references upon request.

**Additional Information – Not requested in RFP**

**Company History:**

QuickCaption was established in March 1999 and became incorporated in September 2001.

A timeline of its growth:

- 1999: QuickCaption established to provide onsite academic CART services for deaf and hard-of-hearing students.
- 2001: QuickCaption offers remote academic and nonacademic CART
- 2002: QuickCaption offers verbatim transcription services, and onsite [Line 21] realtime closed captioning for nonacademic venues.
- 2003: QuickCaption offers media [open/closed] captioning for VHS/DV/DVD material.
- 2004: QuickCaption offers broadcast captioning via encoder.
- 2009: QuickCaption develops "mobile" captioning via iPads and SmartPhones

QuickCaption's growth has been steady and solid. Its annual revenues have continued to grow steadily over the past 11 years. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

**Experience:**

QuickCaption is one of the nation's leading providers of remote and onsite CART and realtime captioning, broadcast realtime closed captioning, transcription, and video captioning services. Our services include:

- Remote and onsite CART
- Remote and onsite [line 21] realtime captioning
- Broadcast [line 21] realtime closed captioning via closed captioning encoders/decoders
- Post-event verbatim text transcription in numerous formats
- Offline captioning and subtitling for prerecorded materials including videotape, VHS, Beta, DV, CD, and DVD
- Realtime captioning for live and archival webcasts including Windows Media, RealPlayer, and QuickTime
- Realtime captioning for online meetings utilizing Wimba, WebEx, and Microsoft Live Meeting
- Realtime captioning for Internet text streaming
- Teleconference call realtime captioning
- Verbatim transcription
- Verbatim transcription with medical specialization

As of F/Y 2011, QuickCaption provides contractual captioning/CART services to more than 45 colleges and universities, 22 governmental agencies, and 6 corporations. QuickCaption provides hundreds of non-contractual additional hours monthly as well.

As of F/Y 2011, QuickCaption utilizes 103 qualified realtime captioners and CART providers, of which more than 70% hold one or more NCRA certifications (CBC, CCP, CRR, CSR RDR, RMR, RPR). It maintains an emergency staff as well which allows each client to receive quality realtime captioning/CART with virtually no event without coverage.

**Commencement of Services:**

QuickCaption is prepared to commence services immediately.

**Insurance:**

QuickCaption maintains ample insurance and will submit a certificate of insurance immediately following the award of the contract.

**Additional Services:**

**Foreign Language Services:**

Although not requested in this specific bid, QuickCaption is able to provide remote broadcast realtime closed captioning services in Spanish. Please note that Spanish services have different perimeters which would require its own bid.

**Detailed Company Information, Size, and Pertinent Agents**

**Company name and information:**

QuickCaption, Inc.  
Antha A. Ward, President  
4927 Arlington Avenue  
Riverside, CA 92504  
Telephone: 951-779-0787  
Emergency Telephone: 951-536-0850  
Fax: 951-779-0980  
[www.QuickCaption.com](http://www.QuickCaption.com)  
Direct email: [award@quickcaption.com](mailto:award@quickcaption.com)

**Business organization, license number, federal and state ID:**

QuickCaption is a California corporation, Secretary of State Corporate Number: 2549491  
QuickCaption is a California State Certified Small Business, number 30021  
DUNS: [REDACTED]  
SIC: 7280  
Federal Tax ID: [REDACTED]

**Company Size and Age:**

Six Full-time in-house staff  
70+ contracted captioners/CART providers  
Began operations in March 1999

**Names and Titles of the principals of the firm:**

Antha A. Ward, President  
Dan L. Bishop, Chief Technical Officer  
Stephanie Bryant, Manager of Realtime Operations  
Ling Duyong, Manager of Research and Development  
Sherry Skaggs, Manager of Human Resources and Accounting

**Sundry:**

Antha A. Ward/QuickCaption won the "Spirit of the Entrepreneur" Award in 2006  
(Entrepreneur Magazine mention)  
QuickCaption is a family-owned business  
QuickCaption's President, Antha A. Ward is hearing impaired

**Summary:**

QuickCaption welcomes the opportunity to provide Martin County with realtime closed captioning services. The services provided by QuickCaption will not only benefit viewers with hearing loss but will also improve the comprehension of viewers with English as a second language. QuickCaption recognizes the importance of accessible programming and therefore provides the highest quality services to accomplish this goal.

**QuickCaption Personnel - Captioners' Experience and Certifications**

**Key Personnel:**

**Cody Knacke, CSR ((760) 985-3134)**

Victorville, California

Mr. Knacke has been providing real-time captioning services for more than six years and specializes in financial and statistical reports. Mr. Knacke welcomes keeping up on current events, crossword puzzles, and reading as an opportunity to build his steno dictionary. Mr. Knacke is proficient in higher speeds with the ability to caption up to 230 words per minute and has been providing captioning services for QuickCaption since September 2010.

**Kristin Liska, CRR, CCR, RMR ((816) 589-1161)**

Kansas City, Missouri

Ms. Liska began her captioning career in 2004 and currently provides real-time closed captioning services for three captioning agencies. Ms. Liska possesses an impressive command of the English language, which has proven greatly beneficial to her chosen profession. Ms. Liska thoroughly enjoys broadcast captioning, specifically City Council meetings, as "they challenges my thinking process on an hourly basis." Ms. Liska has been providing captioning services for QuickCaption since May 2006.

**Kristine Rogalewski-Mayo CSR, CRR ((858) 365-7582)**

San Diego, California

Ms. Rogalewski-Mayo proudly touts her ability to capture the spoken word at 240 words per minute at a 98.5% accuracy! Ms. Smith has won a number of awards for her steno speed performance throughout her eighteen-year tenure of providing real-time captioning services. Ms. Smith has been providing captioning services for QuickCaption since June 2010.

**Additional principals:**

QuickCaption's management team brings numerous years of experience to the corporation.

Both its President, Antha Ward, and Chief Technical Officer, Dan Bishop, hold Master's Degrees and each has been working in the field of captioning for more than 15 years, Ms. Ward as a captionist and manager and Mr. Bishop in research and development and technical support .

Christine Law, Director of Operations, is a Spring 2014 MBA candidate.

Jovita Pursley serves as QuickCaption's Manager of Real-time Operations

Sherry Skaggs, Manager of Human Resources and Accounting.

**Administrative Services:**

QuickCaption's primary office location is physically open during the following business hours:

Monday through Friday

8:30 a.m. to 5:30 p.m. PST

Closed major holidays and weekends.

QuickCaption maintains after-hours direct contacts for both administrative and tech support needs and guarantees after-hours assistance within three hours of initial contact.

**After-hours administration:**

Jovita Pursley, Real-time Operations Manager

JPursley@quickcaption.com

Direct Telephone: 951-779-0787

**After-hours tech support:**

Dan L. Bishop, Chief Technical Officer

DBishop@quickcaption.com

Direct Telephone: 951-264-7299



## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. Any Insured  
To any insured, except "volunteer workers".
- b. Hired Person  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers' Compensation And Similar Laws  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard  
Included with the "products-completed operations hazard".
- g. Business Liability Exclusions  
Excluded under Business Liability Coverage.

## C. WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily Injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### (2) "Property damage" to property:

(a) Owned, occupied or used by,

**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**a. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (I) The exceptions contained in Subparagraphs (d) or (f); or

- (II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; 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 maintenance, operation or use of equipment leased to you by such person or organization.

**BUSINESS LIABILITY COVERAGE FORM**

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to 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 of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to 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 of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
"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:

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**BUSINESS LIABILITY COVERAGE FORM**

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:



**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to 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 of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional



P.O. BOX 8192, PLEASANTON, CA 94588

*copy issued  
to  
DAB*

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-2014

GROUP:  
POLICY NUMBER: [REDACTED]  
CERTIFICATE ID: 12  
CERTIFICATE EXPIRES: 01-01-2015  
01-01-2014/01-01-2015

BALDWIN COUNTY COMMISSION  
PAULA TILLMAN  
322 COURTHOUSE SQ  
BAY MINETTE AL 36507-4809

SK

JOB: ALL CALIFORNIA LOCATIONS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - WARD, ANTHA A, P, S T - EXCLUDED.

ENDORSEMENT #2088 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

QUICK CAPTION INC DBA: QUICK CAPTION INC SK  
4927 ARLINGTON AVE  
RIVERSIDE CA 92504

REC-11  
1 JAN 08 2014  
BY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2014

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).

<b>PRODUCER License # 0814758</b> Hoffman Brown Company 5000 Van Nuys Blvd. 8th Floor Sherman Oaks, CA 91403	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (818) 986-8200      FAX (A/C, No): (818) 986-8510 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b>  Quick Caption, Inc. 4927 Arlington Ave. Riverside, CA 92504	<b>INSURER A:</b> Sentinel Insurance Company Limited	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

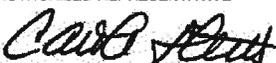
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		[REDACTED]	10/31/2014	10/31/2015	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	10/31/2014	10/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							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	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**WARNING:** Additional Insured status only valid if required by written contract executed prior to the loss. Coverage is limited as per terms and conditions in policy.

Certificate Holder is named as an Additional Insured per Form SS00080405, attached.

**CERTIFICATE HOLDER      CANCELLATION**

<b>Baldwin County Commission</b> Attn: Paula Tillman, Public Information Coordinator 222 Courthouse Square Bay Minette, AL 36507-4809	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 

## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**  
Excluded under Business Liability Coverage.

## → C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily Injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily Injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; 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 maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional Insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional Insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to 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 of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to 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 of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "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:

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**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

→ **1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to 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 of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

RECEIVED SK  
JAN 07 2015



P.O. BOX 8192, PLEASANTON, CA 94588

BY: *KB*

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 01-01-2015

GROUP:  
POLICY NUMBER: [REDACTED]  
CERTIFICATE ID: 12  
CERTIFICATE EXPIRES: 01-01-2016  
01-01-2015/01-01-2016

BALDWIN COUNTY COMMISSION  
PAULA TILLMAN  
322 COURTHOUSE SQ  
BAY MINETTE AL 36507-4809

SK

JOB: ALL CALIFORNIA LOCATIONS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - WARD, ANTHA A, P, S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

QUICK CAPTION INC DBA: QUICK CAPTION INC SK  
4927 ARLINGTON AVE  
RIVERSIDE CA 92504



FEB 10 2015

atp

IN REPLY REFER TO:

JANUARY 29, 2015

BALDWIN COUNTY COMMISSION  
PAULA TILLMAN  
322 COURTHOUSE SQ  
BAY MINETTE  
AL 36507-4809

CERTIFICATE OF WORKERS'  
-----  
COMPENSATION INSURANCE  
-----  
CANCELLATION WITHDRAWAL NOTICE  
-----

RE: CERTIFICATE DATED JANUARY 1, 2015

THE CANCELLATION HAS BEEN WITHDRAWN FOR THE WORKERS' COMPENSATION INSURANCE POLICY FOR THE EMPLOYER NAMED BELOW. THIS LETTER SUPERSEDES THE NOTICE OF CANCELLATION SENT TO YOU ON JANUARY 22, 2015.

THIS EMPLOYER'S WORKERS' COMPENSATION INSURANCE COVERAGE CONTINUED UNINTERRUPTED.

EMPLOYER:

QUICK CAPTION INC  
4927 ARLINGTON AVE  
RIVERSIDE, CA 92504  
POLICY [REDACTED]

CUSTOMER SERVICE REPRESENTATIVE  
CUSTOMER SERVICE CENTER  
(888) 782-8338



## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

## → C. WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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**BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; 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 maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to 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 of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to 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 of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - "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:

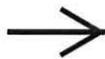
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**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:



**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to 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 of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional



RECEIVED  
JAN 26 2016  
BY: *abs*  
IN REPLY REFER TO:

JANUARY 22, 2016

BALDWIN COUNTY COMMISSION  
PAULA TILLMAN  
322 COURTHOUSE SQ  
BAY MINETTE  
AL 36507-4809

CERTIFICATE OF WORKERS'  
-----  
COMPENSATION INSURANCE  
-----  
CANCELLATION WITHDRAWAL NOTICE  
-----

RE: CERTIFICATE DATED JANUARY 1, 2016

THE CANCELLATION HAS BEEN WITHDRAWN FOR THE WORKERS' COMPENSATION INSURANCE POLICY FOR THE EMPLOYER NAMED BELOW. THIS LETTER SUPERSEDES THE NOTICE OF CANCELLATION SENT TO YOU ON JANUARY 21, 2016.

THIS EMPLOYER'S WORKERS' COMPENSATION INSURANCE COVERAGE CONTINUED UNINTERRUPTED.

EMPLOYER:

QUICK CAPTION INC  
4927 ARLINGTON AVE  
RIVERSIDE, CA 92504  
POLICY [REDACTED]

CUSTOMER SERVICE REPRESENTATIVE  
CUSTOMER SERVICE CENTER  
(888) 782-8338



RECEIVED  
JAN 26 2016  
BY: *aks*

IN REPLY REFER TO:

JANUARY 21, 2016

BALDWIN COUNTY COMMISSION  
PAULA TILLMAN  
322 COURTHOUSE SQ  
BAY MINETTE  
AL 36507-4809

CERTIFICATE OF WORKERS'  
-----  
COMPENSATION INSURANCE  
-----  
CANCELLATION NOTICE  
-----

RE: CERTIFICATE DATED JANUARY 1, 2016

THE WORKERS' COMPENSATION INSURANCE POLICY FOR THE EMPLOYER  
NAMED BELOW WILL BE CANCELLED EFFECTIVE FEBRUARY 26, 2016 AT  
12:01 A.M.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE  
CONTACT THE EMPLOYER NAMED BELOW

EMPLOYER:

QUICK CAPTION INC  
4927 ARLINGTON AVE  
RIVERSIDE, CA 92504  
POLICY [REDACTED]

CUSTOMER SERVICE REPRESENTATIVE  
CUSTOMER SERVICE CENTER  
(888) 782-8338



## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

#### f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

## → C. WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (If you are a partnership or joint venture), or any member (If you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

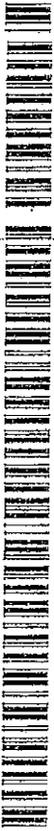
- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; 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 maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to 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 of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to 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 of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "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:

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**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

→ **1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to 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 of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional