

Contract Entry

Originator

AMH

☐

Check if modifying an existing contract

☐

Check if this is a RUSH contract

☐

Check here for a SPECIAL routing

Originating Department *

PLANNING & COMMUNITY DEVELOPMENT

Contract Type *

LICENSE

Contracting Party *

HOMES NOW!

Project Number/Name *

UNITY VILLAGE – 210 MCKENZIE AVENUE, BELLINGHAM

Project Manager *

LISA POOL

7/22/19

A Maximum Payable is required unless the "No Dollar Impact" box is checked

Maximum Payable *

\$0.00

☐

No Dollar Impact

Primary Funding Source

If Termination Date is blank – At least one checkbox should be checked

Termination Date

04/20/2020

☐

See Terms

☐

Special

Retention

☐

Renewable

Certificate of Insurance

ATTACHED

Additional Contract Information

~~Please send~~ scanned, signed original to Lisa Pool. Thank you.

email to Lisa Pool.

7/22/19 Finance
7/22/19 Scan

**LICENSE TO USE CITY FACILITIES FOR
UNITY VILLAGE**

The CITY OF BELLINGHAM, a Washington municipal corporation (“City”) whose address for notices is 210 Lottie St., Bellingham, WA 98225, for and in consideration of Licensee’s compliance with the conditions set forth herein, hereby grants to HOMES NOW!, a Washington nonprofit corporation (“Licensee”) whose address for notices is 432 Bakerview Road, Suite 201, Bellingham, WA 98226, a revocable, non-exclusive license (“License”) to enter and use City-owned real property only for the purposes set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensed Premises. The licensed premises is a designated portion of Whatcom County Parcel #3702024520380000, which is located at 210 McKenzie Avenue, Bellingham, WA and depicted on Exhibit A attached hereto (“Licensed Premises”). Other City-owned locations as identified and mutually agreeable may be included in written amendments to this License. Amendments regarding other or additional locations may have additional conditions.
2. License Term and Termination. This License will become effective on August 24, 2019 and after the issuance of Temporary Shelter Permit #USE2019-0016 (the “Permit”) by the City to Licensee to operate Unity Village, unless an appeal to such permit has been filed, in which case, the License shall become effective when all appeals have been resolved and orders upholding the License have been issued (the “Effective Date”). The License shall expire on April 20, 2020 (the “Expiration Date”), unless terminated sooner or extended longer as herein provided. The City may terminate this license for cause (breach of any provision of this License) if Licensee fails to cure any default within ten (10) days of receipt of written notice of such default. The City may terminate this license for convenience on thirty (30) days written notice. By 5:00 p.m. on the effective date of termination, Licensee shall remove any and all materials located on the Licensed Premise related to Unity Village, unless placed on the Licensed Premise by the City. In the event Licensee fails to remove any such materials, the City reserves the right to remove them immediately. Costs associated with removal and any subsequent storage will be at the expense of Licensee. Prior to removal, the City will provide twenty-four (24) hour written notice to Licensee. Email is sufficient for written notice. All conditions of the Permit Documents are hereby incorporated by reference into this License and attached hereto as Exhibit B. Whether or not specifically noted in this License, any violation of the Permit or documents submitted in furtherance of it (the “Permit Documents”), such as the Code of Conduct, by Licensee or its clients, shall be cause for immediate termination of this License and the breach of those provisions shall give rise to any and all remedies available to the City pursuant to this License as a contractual agreement. Upon notice of termination, Licensee shall immediately inform its clients of such termination.
3. Staging and Construction. Although occupancy of Unity Village shall not be allowed until the Effective Date, on or after August 1, 2019, Licensee may stage, mobilize and construct Unity Village. Prior to Licensee staging or mobilizing or constructing any other part of Unity

Village, Licensee shall install additional fencing to enclose Unity Village and separate it from the balance of the Post Point Wastewater Treatment Plant ("Post Point Plant"). It is understood by Licensee that it, at its sole cost, may need to disassemble Unity Village should the Permit never take effect due to a successful appeal or for any other reason. The City shall notify Licensee of its decision of disassembly and, unless placed on the Licensed Premises by the City, Licensee shall be solely responsible for the removal of any and all materials located on the Licensed Premise related to Unity Village. Such materials shall be removed within ten (10) business days of the City's notification to Licensee that the Permit will not become effective or for any other reason disassembly is required by the City, in its sole discretion. In the event Licensee fails to remove any such materials, the City reserves the right to remove them immediately. Costs associated with removal and any subsequent storage will be at the expense of Licensee. Prior to removal, the City will provide twenty-four (24) hour written notice to Licensee. Email is sufficient for written notice.

4. Permitted Use. Licensee may use the Licensed Premises only for the operation and management of Unity Village to serve a maximum of twenty-eight (28) unsheltered individuals in a maximum of twenty-five (20) tiny homes with daily services, including, but not limited to, bathrooms, showers, drinking water, cooking facilities, garbage services, social and health services and overnight shelter. One additional tiny home will serve as the overnight shelter for the on-site supervisor. They shall be less than one hundred and twenty square feet. Each tiny house shall be limited to no more than two guests at one time. The sole allowable heat source shall be an electric oil-filled radiator. The use of microwave stoves, hot plates or other cooking devices within a Tiny Home is prohibited. Tiny Homes shall not be plumbed. Construction of Tiny Homes on the Licensed Premises shall be limited to between the hours of 8 a.m. and 7 p.m. In no event shall more than one hundred (100) people be present at the Licensed Premises at any one time. Licensee agrees to keep the Licensed Premises in a neat and clean condition, and to be responsible for all damages caused to the Licensed Premises by Licensee, its agents, invitees, members or contractors on the Licensed Premises. Licensee shall not use or permit the Licensed Premises to be used in violation of any municipal, county, state or federal law, ordinance, rule or regulation, or in any manner that may create a nuisance. Firearms and/or other weapons are prohibited on the Licensed Premises. Registered sex offenders, people who are required to register as a sex offender, people who have active warrants, and people who are flagged by BPD as "officer safety" will be prohibited from the site.

Licensee may supply its own internet hotspot antenna and/or yard lighting for the Licensed Premises. Licensee shall be responsible for installation and removal of all antenna, cabling and hardware upon termination of the license. Licensee shall be responsible for any and all repairs and for all damage to City facilities resulting from the placement of the Licensee's equipment. Licensee, or its agent, shall be accompanied by City personnel at all times during installation, service or removal of equipment from City property. Service outside of normal City business hours (Monday through Friday 8 a.m. through 5:00 p.m.) will be paid by the Licensee to the City at one hundred dollars (\$100) per call with a one-hour minimum plus one hundred dollars (\$100) per additional hour. Licensee shall be responsible for the safety of itself and its employees, agents, contractors, etc. Licensee's equipment shall not interfere with any City operation or otherwise affect operation of the City's Post Point Plant equipment. The City is not responsible

for any damage to the antenna, cable, or other equipment, including personal devices, that may result from the internet hotspot or anything related to it.

5. City's Right to Bar Clients. The City has the right to issue trespass notices to Licensee's clients and thus bar them from entry to the Licensed Premises if they fail to comply with the Code of Conduct submitted by Licensee in the application for the Permit or they fail to comply with any applicable criminal codes or laws.

6. Use of Post Point Plant. Unless conducting City business, Licensee's clients shall use the facilities provided by Licensee at Unity Village and shall not rely on the Post Point Plant for services provided by Unity Village.

7. Mobile Shower Truck. Should a mechanical failure of the mobile shower truck occur while on the Licensed Premises, it may remain for up to seven (7) calendar days in order to facilitate repair. At the end of this period, the mobile shower truck shall be towed to another location by Licensee unless the City agrees to an extension in writing. Extensions will be granted if Licensee demonstrates that extenuating circumstances exist (such as needed parts are on order, or similar actions to remedy the situation are in process). The City reserves the right to remove the mobile shower truck at the end of the one (1) week period. Costs associated with removal and subsequent storage will be at the expense of Licensee Prior to removal, the City will provide twenty-four (24) hour written notice to Licensee Email is sufficient for written notice.

8. Responsibilities of City. The City shall provide temporary power and water connections, including access to an external water spigot and power outlet.

9. Responsibilities of Licensee. It is the sole responsibility of Licensee to operate Unity Village, including among other requirements in this License and in the Permit Documents:

9.1 No less than one of Licensee's board member or non-guest volunteer must be physically present at Licensed Premises all times for the duration of the License. The board member or non-guest volunteer shall serve as site manager and supervise the operation of the encampment. The site manager is the primary point of contact for public safety and emergency services at the encampment and shall address day-to-day operational and behavioral issues as they arise. A complete listing of all board members and non-guest volunteers who will serve as a site manager shall be submitted to the City before occupancy of the temporary encampment. Non-guest volunteers may be added to the site manager list after occupancy, as long as contact information is provided to the City. Licensee shall ensure that site managers are made aware of their duties, receive de-escalation training and understand to call 9-1-1 in an emergency. Guests of the temporary encampment who may become a Licensee board member or volunteers after issuance of the temporary shelter permit cannot act as site managers.

9.2 Provision of a Mobile Shower Truck for clients at no cost. The showers shall be ADA accessible and comply with all relevant laws and codes, be deployed in a manner that meets best practices and avoids creating tripping or fall hazards, be fully operable and licensed as a commercial vehicle for operation on public roadways in the state of Washington in accordance with RCW 46;

9.3. Installation and maintenance of security measures, such as fencing and controlled access to the Licensed Premises, as well as a video surveillance system, limited site lighting that is directed downward, away from adjacent properties and shielded from off-site glare (as shall be determined in the City's sole discretion). Gates on the southern boundary of the Licensed Premises shall be locked at all times by Licensee to prevent access to the Post Point Plant operations yard. Licensee shall use the standard City of Bellingham locks. If access through the southern gate is required, Post Point Plant operations staff will be present and unlock the gate. Temporary fencing shall not restrict access to the maintenance office. Additional measures may be identified by the City during the operation of Unity Village;

9.4 Each Tiny House includes the following safety measures and the occupants of each Tiny House shall be made aware of these measures and agree to follow them:

- a. A working battery-powered smoke and carbon monoxide alarm;
- b. Two openings to allow escape of smoke. Openings must be within 12 inches of the top of the wall and on two opposing walls. Such openings must be a minimum of 12 square inches, with the smallest dimension of one inch. Openings must be screened to keep insects out. Screen openings must be 1/8 inch to 1/4 inch;
- c. No fuel gas appliances or equipment;
- d. No smoking, lighted candles or other type of flames;
- e. The only type of heating devices allowed are portable oil-filled heaters that shall be supplied with the unit; and
- f. No locks or latches that might inhibit an emergency escape from within the unit. A single cylinder deadbolt lock or lever-handled door latch is permitted, as long as it does not require the use of a tool or key to lock or unlock it from inside the unit.

9.5 Installation by Licensee of the following safety measures:

- a. A 12-foot-wide gate opening shall be provided and a 12-foot-wide center aisle must be maintained down the middle of the encampment at all times. Markers shall be located on the pavement to prevent encroachment by shower truck, water tanks, dumpsters, etc.
- b. A minimum of six (6) 2A10BC portable extinguishers shall be provided as follows: one (1) within the kitchen tent, one (1) at the outdoor barbeque grill, one (1) at smoking area, one (1) at the welcome tent, one (1) between tiny houses #6 and #7, and one (1) at the aisle between tiny houses #11 and #12.
- c. The barbeque grill shall remain in the open air at all times and have a 12-foot separation from any tent, tiny house or structure. Propane tanks must be secured.
- d. The use of microwaves, stoves, hot plates or other cooking devices within tiny houses shall be prohibited.
- e. The dining tent requires two (2) exits in order to have an occupant load greater than 9 persons. Exit doors shall be 36 inches wide, framed in, and outward opening.
- f. The dining tent and kitchen tent shall be constructed of NFPA 701 flame-retardant material.
- g. Power to kitchen appliances (microwave, refrigerator, freezer, etc.) shall be supplied from a listed spider box and cords rated for appliance ampacity.

- h. No open flames or recreational fires shall be allowed in the encampment (with exception of the outdoor grill, which may be used for cooking only).
- i. UL-listed propane patio heaters shall not be used in an enclosed space.
- j. Each tent shall include a temporary site/address number written on reflective tape and mounted to the pallet base of the tent (primarily for aid calls where patient is non-ambulatory and in a tent).
- k. Each tiny house shall include permanently affixed, minimum 4" high "address" number(s) on the front door. The numbers must be mounted in the same location on each tiny house.

9.6 Licensee board member attendance of a meeting with representatives of the Bellingham Police Department and/or Planning and Community Development Department to review issues associated with the use of the Licensed Premises. The meeting shall occur every Friday at 11 a.m. at City Hall or at the Licensed Premises, at the City's discretion. The purpose of this meeting is to develop and implement (as needed) strategies to address identified issues;

9.7 Access to the Post Point Plant is prohibited to Licensee, its board members, guests, volunteers and visitors. Emergency coordination with Post Point Plant duty staff can be initiated by calling the City of Bellingham public works 24-hour emergency hotline at 360-778-7700. Board members and guests shall be required to complete basic training related to accidental potential chlorine gas release and responding to the audible chlorine alarm. All on-site supervisors and Licensee's board members shall be required to be trained by Post Point staff. All guests shall be required to be trained by Licensee's supervisors or board members. Licensee shall document that all on-site supervisors, board members and guests have been trained in response to a chlorine alarm. Licensee shall maintain an accurate record and count of the number and names of all persons occupying the site and shall make that record available to Post Point Plant staff or the Bellingham Fire department upon request. In the unlikely event of a release of chlorine gas or chlorine alarm, Licensee shall be responsible for evacuating its own on-site supervisors, board members and guests.

9.8 At no time shall Licensee's on-site supervisors, board members, and guests park in the parking lot in front of the Post Point Plant administrative building directly west of the Licensed Premises.

10. No Disposal of Wastewater. Under no circumstances may wastewater be discharged directly to the ground or into a stormwater conveyance. All wastewater shall be disposed of at an approved RV dump site or at the City's Post Point facility. Should the Post Point facility be used, the City agrees to waive all fees. To arrange disposal, Licensee should contact the Post Point Plant at 360-778-7850.

11. Prohibited Use/Condition. Except as otherwise expressly stated herein, Licensee may not install signs, dig, change grade, alter or improve any part of the Licensed Premises in any manner whatsoever without the City's prior written consent, which may be withheld in the City's sole and absolute discretion. Licensee will not, store, release or deposit (or permit the same) any hazardous, toxic or dangerous substances onto the Licensed Premises. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE LICENSED

PREMISES, INCLUDING WITH REGARD TO THE POSSIBLE PRESENCE OF CONTAMINANTS, POLLUTION, OR OTHER ENVIRONMENTAL HAZARDS. FOR PURPOSES OF THIS LICENSE, LICENSEE ACCEPTS THE CONDITION OF THE LICENSED PREMISES "AS IS" WITH ALL FAULTS AND DEFICIENCIES, AND ACCEPTS ALL RISKS, WHETHER KNOWN OR UNKNOWN. LICENSEE UNDERSTANDS THAT THE LICENSED PREMISES ARE LOCATED ON A WASHINGTON STATE DEPARTMENT OF ECOLOGY SITE LISTED FOR CONTAMINATION AND ACCEPT ALL RELATED RISKS ASSOCIATED WITH DIGGING OR ANY OTHER ACTIVITY WHICH MAY CAUSE A RELEASE.

12. Release. Licensee hereby releases and waives any and all claims related to Unity Village against the City, including all claims relating to environmental contamination. It further agrees to obtain releases from all Unity Village clients as a condition of entry to Unity Village in the form attached hereto as Exhibit C. Licensee shall immediately transmit to City all such signed releases.

13. Indemnification. Licensee shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all loss, claims, expense and liability whatsoever arising out of, or in connection with this License or Licensee's exercise of rights hereunder, except for those losses and claims arising solely from the City's negligence. This indemnity includes, but is not limited to, all expenses incurred by or for the City, or its officers, agents or employees, including but not limited to judgments, settlements, costs, investigation, expenses and attorney fees, including any and all costs associated with the release of environmental contamination on the Licensee's Premises. The parties hereto agree that the City shall not be responsible to the Licensee for any property loss or damage done to the Licensee's property, whether real, personal or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Licensee's responsibility to provide its own protection against casualty losses of whatever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the City, Licensee, third party, or act of nature.

14. Insurance. Licensee agrees to maintain in force during the term of this License, including the right of entry period referenced in Section 6, above, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

Workers Compensation:	Statutory Amount
Broad Form Comprehensive	\$1,000,000 per occurrence
General Liability:	\$2,000,000 aggregate
Automobile Liability:	\$1,000,000

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured. All insurance coverages required under this Agreement shall include a waiver of subrogation against the City for losses arising from work performed by the Licensee. An insurance certificate showing the coverage required under this section will be submitted to the City for approval at least annually.

15. Class of Persons. The issuance of this License and the provisions herein do not create or designate any particular class of persons who will or should be specifically protected by it.

16. Project Managers. The following individuals are hereby designated as Project Managers and shall be contacted during regular business hours regarding any issues arising under this License:

For the City: Rick Sepler, Director Planning and Community Development, 210 Lottie Street, Bellingham, WA 98225, rmsepler@cob.org (360) 778-7375.

For HomesNow!: Jim Peterson, President, HomesNow!, 432 W. Bakerview Road, Bellingham, WA 98226, jim@homesnow.org, (360) 319-2150.

17. After Hours Contact. After 5:00 p.m. and prior to 8:00 a.m. and on weekends and holidays during which City Hall is closed, issues related to the License should be directed to the Public Works Dispatch (360) 778-7700.

18. No Assignment. Licensee is prohibited from either assigning or subletting all or any portion of the Licensed Premises.

19. Enforcement and Venue. Licensee shall reimburse the City upon demand for all costs and expenses, including without limitation, reasonable attorney fees incurred by the City in enforcing its rights under this License or in otherwise protecting its interests in connection with the Licensed Premises, whether or not a lawsuit is instituted. This document shall be construed according to the laws of the state of Washington and venue in any lawsuit shall be Whatcom County, Washington.

20. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified mail to the Project Manager at the addresses set forth above or to such other address as Licensee shall notify the City of in writing.

21. No Waiver. No waiver of any provision of this License will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

22. Complete Agreement. This License sets forth the complete agreement of the parties with respect to the Licensed Premises, and it shall not be amended or modified except by a further written agreement signed by the parties. This License shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

23. Signing Authority. The person(s) signing this License warrant that they have the authority to sign this License and bind their respective parties to the terms hereof.

DATED as of the 6 day of 28, 2019.

HOMES NOW!

By HOMES NOW!

Name Jim Peterson

Title President

CITY OF BELLINGHAM, a first class
municipal corporation

Kelli Linville
Kelli Linville, Mayor 7/22/19

Attest:

Andy Asbjornsen
Acting Finance Director


Approved as to form:

Office of City Attorney

Department Approval:

Rick Sepler
Planning Director

EXHIBIT A



City of

Bellingham

WASHINGTON

Temporary Tiny House Encampment

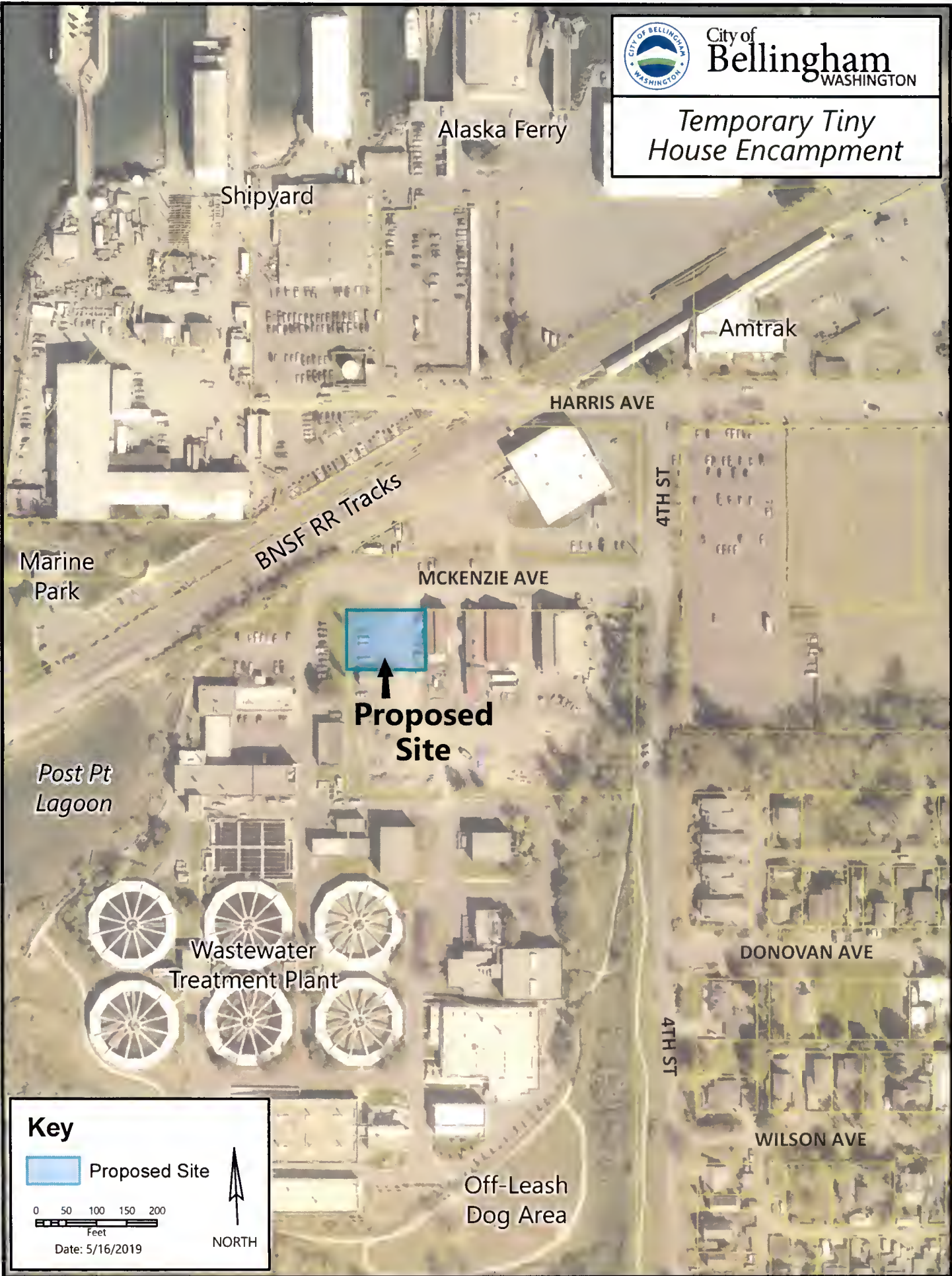


EXHIBIT B

The Unity Village permit and exhibits can be accessed at www.cob.org/notices.

See USE2019-0016 210 McKenzie Avenue in the Decisions Notices section.

EXHIBIT C
HomesNow! LIABILITY RELEASE FORM

**Upon signature submit to Rick Sepler, Planning and Community Development Director,
City of Bellingham, 210 Lottie Street, Bellingham, WA 98225**

Resident Name: _____

Phone and/or Email Address: _____

I acknowledge that Homes Now!, a Washington nonprofit corporation, is the independent operator of Unity Village. I/We will not hold the City of Bellingham, its agents, employees or anyone otherwise related to the City of Bellingham's License, provided to Homes Now!, to Use City Facilities for Unity Village, at which I am residing, responsible for any accident or injury that occurs to me/us or by me/us, negligence notwithstanding. I therefore hold the City of Bellingham and its respective agents harmless and release and waive all claims against the City of Bellingham related to my presence at Unity Village.

I/We realize that no insurance coverage is provided by the City of Bellingham and I/we assume financial responsibility for any cost relating to any accident or injury that might occur to me or by me while I reside at Unity Village.

I/We grant permission to the City of Bellingham and its agents to photograph or record any video, data or other record of my residence at Unity Village for legitimate purposes.

Is there any information we need to know in case of an emergency?

Emergency Contact Name: _____ Phone: _____

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Phone: _____

Parent or Guardian must sign if participant is a minor or an adult whose capacity to provide consent is limited by actual or legally determined incapacity.

GENERAL LIABILITY Coverage Part Declarations

MESA UNDERWRITERS SPECIALTY
INSURANCE COMPANY, A Stock Company
40 Wantage Avenue, Branchville, NJ 07890

Policy Number: ME0046003009587
Named Insured: HomesNow!, a nonprofit corporation
DBA: _____
Effective Date: 3/19/2019

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products / Completed Operations)	\$ 2,000,000
Products / Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented to You Limit (Any 1 Premises)	\$ 100,000
Medical Expense Limit (Any 1 Person)	\$ 5,000

Location(s) Of All Premises you Own, Rent or Occupy, Classification & Premium Provided

Code No.	Classification Description	Premium Basis / Exposure*	Rate		Advanced Premium	
			Premises / Operations	Products / Comp Ops	Premises / Operations	Products / Comp Ops
Loc. No.	Street Address	Street Address	City	State	Zip	
001	210 McKenzie Ave		BELLINGHAM	WA	98225	
67017	Shelters, Mission, Settlement or Halfway House - Not Church or Office	a 11,290	137,2700	incl	1,550	incl

- ☐ Abuse and Molestation Limited Coverage
☐ Assault and Battery Limited Coverage
☐ Additional Insured(s)
☐ Employee Benefit Liability Coverage
☐ Other:

☐ Increased Limits
☐ Hired Automobile
☐ Non-Owner Automobile
☐ Stop Gap

*Premium Basis Types: a - Area (per 1,000 Square feet of area) c - Cost (per \$1,000 Total Cost) m - Admissions (per 1,000 Admissions)
p - Payroll (per \$1,000 of Payroll) s - Sales (per \$1,000 Gross Sales) 1 - Total (per each) u - Units (per Unit)

Total Annual Premium:	\$ 1,550
Forms/Endorsements Applicable	See Schedule of Forms and Endorsements

This Coverage Part consists of this Declarations Form, the Common Policy Conditions, the Commercial General Liability Conditions, the Coverage Form(s), and the Coverage Endorsement(s) indicated as applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ghandi Vvich Agency 341 H Street Blaine WA 98230		CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:	
INSURED Homes Now! a nonprofit corporation 432 W Baker View Suite #201 Bellingham WA 98226		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty Insurance Co. NAIC # 36838 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	PROD SUBR INSD WAO	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:	Y	Y	MP0046003009587	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVERTISMENT \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRE/AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (per accident) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE EL EACH ACCIDENT \$ EL DISEASE - EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as additional insured per form CG2012 (07/09) and CG2001 (04/13). Waiver of subrogation applies per form CG2404 (05/09).

CERTIFICATE HOLDER**CANCELLATION**

City of Bellingham 210 Lottie Street Bellingham WA 98225	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
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

City of Bellingham

210 Lottie Street
Bellingham, WA 98225

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: MP0046003008587

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Bellingham

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT - # 8

Certificate/Policy Number
MP0046003009587

Policy Change Effective
8/24/2019 at 12:01 a.m.

Company
Mesa Underwriters Specialty Insurance Co.

Named Insured
HomesNow!, a nonprofit corporation
432 W Bakerview Suite #201
Bellingham, WA 98226

CHANGES

In consideration of the premium charged, it is understood and agreed that the following change(s) is made to this policy:

The Named Insured's location address is hereby amended to 210 McKenzie Ave, Bellingham, WA 98225 per attached revised form MUS 01 01 20001 0417

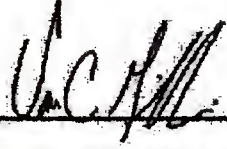
There are no further changes to this policy.

"This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law." **GRIFFIN UNDERWRITING SERVICES**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Submission #: 18094887C
Date of Issue: Jul 08, 2019
Issued By: DShiley
IL 12 01 1185

cc: **Ghandi I Ywich Agency**
341 H Street
Blaine, WA 98230


Authorized Representative Signature
Griffin Underwriting Services
In CA, DBA: Griffin Insurance Services