



CATHOLIC DIOCESE of CLEVELAND

Master Insurance Program

Miscellaneous Exposures and Insurance Issues

Independent Contractors

The Diocesan master policy **DOES NOT** cover any independent contractor who provides services for or performs work at your parish or institution. Thus, any bodily injury or property damage caused by these contractors must be covered by their own general liability policy.

For your own protection and for the protection of the Diocese, it is imperative that you deal only with reputable contractors who are insured. Any company or individual you contract with must be able to provide you with evidence of their general liability insurance coverage, in an amount no less than **\$1,000,000 per occurrence**, **before** a contract is awarded or renewed. Each independent contractor must provide you with a *Certificate of Insurance* naming (1) the "Bishop of Cleveland," (2) the "Roman Catholic Diocese of Cleveland" and (3) your "parish/institution," as **ADDITIONAL INSUREDS**. The phrase "additional insureds" is essential for a certificate to be acceptable. In addition, the contractor or individual must also provide you with a copy of a Certificate from the State of Ohio evidencing current Workers' Compensation coverage. If any contractor or individual is unable to furnish you with these two particular documents, they should **NOT** be utilized. A sample "**CERTIFICATE OF GENERAL LIABILITY INSURANCE**" can be found at the end of this section.

The Master insurance policy provides coverage only for the employees and volunteers of a participating parish/institution. Please note "volunteers" are defined as those who receive **NO COMPENSATION** at all (*neither direct payment, stipends, earnings, tuition credits, gifts, etc.*) for work or services performed directly to you and for your benefit. Any other individual or company is then defined as an independent contractor and must provide evidence of their own general liability insurance with the coverage limits and conditions described above.

At the end of this section is a "**SAMPLE LETTER OF REQUEST**" format you can use to request a certificate of insurance from an independent contractor. When you receive the requested certificate (*or a copy of their insurance policy*), retain the original in this manual and send a copy of it directly to **D.I.S.C.** by fax (216) 621-4755. They will review it for any conditions or exclusions that could limit or void coverage requirements.

Parish Festivals, Carnivals, and Events

Although parish carnivals, festivals, and similar events are a source of fund raising, the large crowds, amusement rides, games, and other carnival attractions generate a prime source of bodily injury and property damage claims against the parishes and Cleveland Diocese each year. It is essential for all parishes and institutions who sponsor or otherwise permit such events to occur on their premises to review and comply with the following insurance requirements:

- All ride contractors **MUST** provide your location with a completed Certificate of Insurance thirty (30) days prior to being allowed on the premises. This certificate must list the name and address of the insurance carrier(s), the applicable policy number(s), their effective dates, and any unusual conditions or exclusions. Their policy must provide comprehensive general liability coverage in an amount no less than **\$1,000,000** combined single limit, products liability, and completed operation liability. (*They*

must also provide you with a copy of their certificate evidencing current coverage under the State of Ohio Bureau of Workers' Compensation.)

- The liability certificate of insurance **MUST** name the "**Bishop of Cleveland,**" the "**Roman Catholic Diocese of Cleveland,**" and "**(your Parish/Institution)**" as **ADDITIONAL INSUREDS** on the policy for the festival/event.
- No location should ever contract for children or adult rides/attractions with any company who cannot furnish the above-described insurance certificate containing the required limits and conditions
- All municipal permits must be obtained prior to allowing the festival/event to open
- All municipal/state inspections of rides, sanitation, and food service operations must be completed prior to allowing the festival/event to open.
- Copies of all insurance certificates must be faxed to **D.I.S.C. (216) 621-4755** for review and approval prior to allowing the festival/event to open.
- If alcohol is served or sold, your location must obtain the required State permit. Once the permit is issued, liquor liability insurance must be obtained through the Diocesan Property/Casualty Insurance Department.
- Security personnel must accompany all persons making deposits of festival funds. Deposit times and routes should be varied. Money counting areas must be secured with restricted access only to authorized individuals.
- Certificates of insurance must be obtained from all independent contractors, including but not limited to, the following:
 - food purveyors
 - fireworks display firms
 - outside vendors renting booths/tents, providing games/attractions, etc.
 - security firms or personnel
 - waste hauling and cleanup
 - portable toilet rentals, etc.
- Children's ride contractors (*such as pony rides*) must also provide a certificate of insurance to your location with the limits and conditions as noted in the **Parish Festivals, Carnivals, and Events** section.
- "Dunk the Dolly" booths as well as any "tumbling, springboard, rebounding or bouncing devices/attractions" are **NOT** to be rented or used due to the high exposure for risk of injury to participants and consequent liability claims. There is often an insurance coverage exclusion for injuries or damages arising out of the use of such devices under the Diocesan master policy.
- All fire regulations must be complied with including providing an adequate number and type of fire extinguishers, maintaining open and unobstructed fire exits, keeping adequate open areas for emergency vehicle access and egress, and providing well-lighted areas at night.
 - It is suggested that the festival/event site be inspected by your local fire department prior to opening to the public
- Raffle cars should be added to the insurance vehicle schedule prior to receiving such vehicles from the dealer. Call the Diocesan Property/Casualty Insurance Department with the year, make, model, and serial number.
- If there is a fireworks display, all necessary permits, inspections, and compliances with Ohio Fire Code regulations must be obtained prior to allowing the exhibition to take place.
- All incidents of bodily injury or property damage must be reported **IMMEDIATELY** to the Diocesan Property/Casualty Insurance Claims Department **(216) 696-6525, 1-800-869-6525, Extension 3400** - or- **Fax (216) 861-0406**. Please refer to the "**Claim and Exposure Reports**" chapter of this manual for procedures to secure the important information necessary for the insurance carrier

Volunteer Guidelines

The Diocese of Cleveland maintains a comprehensive **general liability** insurance policy, which covers participating Diocesan entities, their pastors, administrators, employees, and VOLUNTEERS for negligent actions covered under the policy, which result in injury to another person or persons. It is important to understand that there is *no coverage* for criminal or intentional acts. Likewise, there is *no coverage* for independent contractors, or any individuals affiliated with groups or organizations that are not specifically

designated as an insured entity/location in the Diocesan Master Insurance Program participants listing of named insureds. A volunteer is defined as a person who renders time or services directly to the named insured without any type of remuneration or financial compensation.

There is medical payments coverage available, in an amount up to \$1,000 per person, to assist any volunteer for out-of-pocket expenses incurred for satisfying deductibles, co-payments, prescription drugs, or medical services not covered through their own personal health insurance provider. There is *no* "volunteer accident insurance" program in effect. In addition, there are *no* workers compensation or disability insurance benefits available for an injured volunteer.

The Diocesan Master Insurance Program provides insurance for **vehicles** that are owned or long-term leased to named insured locations. The automobile policy *does not* cover vehicles personally owned or leased to clergy, employees, or VOLUNTEERS. There is *no coverage* for damage sustained to a volunteer's vehicle, or for liability incurred, due to an automobile accident while acting as a volunteer. In the state of Ohio, the insurance coverage of the owner of a vehicle is primary. Any volunteer using their own vehicle must be insured! For the protection of all concerned, every parish or institution must certify that automobile liability insurance exists for volunteer vehicles.

The master program's **Directors and Officers** liability insurance coverage does provide protection for an employee or VOLUNTEER while acting as an officer, director, board member, or trustee in the event that claims are brought against them because of wrongful acts, allegedly wrongful acts, or omissions made while acting in such a capacity.

Insured locations must keep on file a signed statement from each of its volunteers acknowledging they understand and are completely aware of their personal potential liability for uncovered exposures while acting on your behalf. A sample "[ACKNOWLEDGEMENT OF UNCOMPENSATED VOLUNTEER](#)" is provided at the end of this section.

SPONSORED EVENT

For individuals to be insured under the Diocesan Master Policy, the insured Entity/Location must organize participation in the activity; establish the time of service of the activity for its volunteers; and coordinate the activities in which the individuals or group engage. It is not sufficient that the activity merely be one which is of a charitable nature or about which the Entity/Location publishes or disseminates information.

Leasing Your Premises

PARISH AND DIOCESAN-OWNED PROPERTIES

If you are leasing or renting any portion of the real property or any building space of your parish or school, you **MUST** contact Attorney **Kevin Burke** in the Diocesan Finance Office. Properly drafted lease/rental agreements are necessary which outline the terms and conditions for the use of the facility, the liability and property insurance requirements, as well as the essential hold harmless language to protect the Diocese, the Bishop, and your location. A Sample of a "[FACILITES USE AGREEMENT](#)" is provided at the end of this section.

CATHOLIC CHARITIES AGENCIES AND INSTITUTIONS

All Catholic Charities locations who rent or lease any portion of their building(s) or grounds to an outside entity **MUST** contact Attorney Lisa Gasbarre Black at Catholic Charities Services Corporation to draft contracts outlining the facility's use and protecting all corporate entities from the risk of potential liability.

D.I.S.C. PROGRAM INVITEES

Invitee locations are advised to contact their legal counsel to negotiate and draft any rental or lease agreements entered into for the use of buildings or property. Besides clearly outlining the terms and conditions for using your facility, contracts must contain a hold harmless clause to protect your location, its

owner or corporate entity, their directors, officers, trustees, employees, volunteers, and agents who may have possible exposure to any and all liability as a result of a tenant's operation on your premises.

CERTIFICATE REQUIREMENTS

A Certificate of Insurance evidencing acceptable coverage must be issued to you by the lessor's insurance agent upon the execution of such a contract. This Certificate **MUST** name your location, as well as all other entities protected in the hold harmless clause, as "ADDITIONAL INSUREDS" for comprehensive general liability insurance protection by an A-rated insurance carrier, in an amount of *no less than* **\$1,000,000** per occurrence, for combined bodily injury and property damage. For your convenience, you may fax the Certificate you receive to the D.I.S.C Office at **(216) 621-4755** for assistance in reviewing for compliance.

Revised 07/09



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2013

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 Diocesan Insurance Service Committee 1111 Superior Ave. Suite 420 Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): (216) 621-7183 FAX (A/C No): (216) 621-4755 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Acme Plumbing & Heating Company 456 Main Street Anytown OH 99999	INSURER A: ABC Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:CL1392615985** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			AOK-0000	01/01/13	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			AOK-0000	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

SAMPLE

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: The Roman Catholic Diocese of Cleveland, The Bishop of Cleveland and (Name of Your Parish or Institution) as their interest may appear.

CERTIFICATE HOLDER Name of Your Parish or Institution Mailing Address City, OH 00000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**SAMPLE
LETTER OF REQUEST**

(Independent Contractor or Individual)

Gentlemen:

A requirement of our Diocesan master insurance program is for all independent contractors, who provide services or perform work at our location, to be insured and provide us with physical evidence of general liability insurance coverage, in an amount not less than \$1,000,000 combined single limit, as well as verification of your current Workers' Compensation coverage.

Please have your insurance agent forward to the undersigned a general liability certificate of insurance. This certificate must list the names of the insuring compan(ies), the policy numbers, effective dates, and limits of coverage specific to each policy. *(Name of your Parish/Institution)* is to be listed as the certificate holder. Your policy MUST also be endorsed to name the following entities as ADDITIONAL INSUREDS:

- (1) the "Bishop of Cleveland"
- (2) the "Roman Catholic Diocese of Cleveland" and
- (3) *(Name of your Parish/Institution)*.

Please have your agent forward the certificate directly to my attention within fifteen (15) days of receipt of this letter. I ask that you also furnish us with a copy of your current Certificate from the State of Ohio Bureau of Workers' Compensation. Failure to provide this documentation may void the contract we have with your company.

Thank you for your prompt attention to this matter.

Sincerely,

ACKNOWLEDGEMENT OF UNCOMPENSATED VOLUNTEER

I, _____, will offer my time and services as an uncompensated volunteer to *(Name of Parish/Institution)*.* I hereby acknowledge and state that I am not their employee, nor am I eligible for any compensation or benefits provided to an employee. As a volunteer, I recognize and acknowledge that I am not being compensated in any manner for services rendered. I further recognize and acknowledge that I am not provided with any form of workers' compensation or disability insurance coverage under the state of Ohio Workers' Compensation Fund or other similar insurance program.

I have been informed that the Diocesan Master Insurance Program maintains comprehensive general liability insurance, as well as directors and officers insurance, to protect me as an "insured" for my negligent actions covered under these policies (*only while acting in the scope of my defined responsibilities*) that may result in damage or injury to another person or persons. However, I acknowledge these policies will **not** protect me for criminal or intentional acts committed by me.

I further acknowledge, with regard to any personal vehicle driven by me as a volunteer, that in the event of an accident, there is no coverage afforded to me through the Diocesan Master Insurance Program for physical damage sustained to any vehicle involved or liability incurred by me while operating my vehicle.

Further I recognize and acknowledge there is medical payments coverage available to me, in an amount up to One Thousand Dollars (\$1,000.00) per occurrence, to compensate me for expenses I incur from deductibles, co-payments prescription drugs, or medical services not covered through my own health insurance provider for any injury I sustain as a result of performing my services.

I freely execute this Acknowledgement with full knowledge of its content and complete understanding of my status and rights, as an uncompensated volunteer this _____ day of _____, 20____.

Signed _____
Volunteer

*Must be a parish or institution participating in the D.I.S.C. Master Insurance Program.

**LICENSE AGREEMENT
FOR THE USE OF PARISH FACILITIES**

Licensor: _____ [Name of Church]

Licensee: _____ [Name of Individual or Entity]

Licensee Address: _____

Name and Title of Licensee's Officer or Agent (if Licensee is not an individual): _____

Name and Description of Facility to be Used: _____

Purpose or Type of Event: _____

Date and Times of Event: _____ [Date]
_____ [Start Time]
_____ [Ending Time]

TERMS

1. Licensor agrees to grant to Licensee a license to use the Facility described above ("Facility") at the specified date and times and for the specified event.
2. Licensee shall pay Licensor a fee of _____ Dollars (\$_____) as follows:
 - a. _____ Dollars (\$_____) immediately upon execution of this agreement.
 - b. The balance of the fee at least two (2) days prior to the scheduled use or event.
3. Licensee shall, no later than twenty-four (24) hours in advance of the event, deposit with the Licensor a clean-up fee of \$_____. Licensor shall be returned after the event and an inspection of the Premises to ensure Licensee has cleaned up the Facility as required.
4. Licensee acknowledges that the maximum capacity of the Facility is _____. Licensee agrees not to exceed this limit. Licensee represents that the total number of guests expected is _____.
5. Licensee acknowledges and agrees that the Licensor is allowing the use of its Facilities **ONLY**, and is neither a sponsor of nor a participant in the use or event.
6. Licensee agrees to observe all laws, regulations, and ordinances of any kind, including but not limited to, fire, health and safety requirements. Licensee agrees that any penalty or fine assessed against the Licensor as a result of Licensee's violation of such laws, regulations, and ordinances will

be charged to Licensee and that Licensee shall be solely responsible for the payment of such penalty or fine.

7. Licensee agrees not to serve or sell alcohol at the event without the prior permission of the Licensor.
8. Regarding the possession, sale, or distribution of alcohol, Licensee acknowledges the following:
 - a. Ohio law prohibits the serving of alcohol free of charge by Licensee unless all of the following are true:
 - i. Licensee's event is by invitation only or is open only to a limited and definable group of people.
 - ii. Attendance and participation in Licensee's event is completely free of charge.
 - iii. Licensee is providing the alcohol to the participants and invitees free of charge.
 - b. Ohio law requires all of the following if alcohol is to be sold by Licensee:
 - i. Licensee must be eligible to obtain and must in fact obtain a temporary liquor permit for the sale of alcohol.
 - ii. Licensee must purchase all of the alcohol to be sold at the event from a wholesale brewer or distributor and not from any retail outlet.
 - iii. Licensee must sell all alcohol by the drink at ten percent (10%) or more above the wholesale purchase price.
 - iv. Licensee may not serve an unlimited number of servings of alcohol for a fixed price.
 - v. Licensee may not give away gifts (e.g. door prizes) in conjunction with the sale or advertising of alcohol.
 - vi. Licensee must stop selling alcohol at 1:00 a.m.
 - c. Licensee acknowledges that **B.Y.O.B. EVENTS ARE PROHIBITED BY OHIO LAW.**
9. Insurance:
 - a. The Licensee agrees that Licensee and Licensee's officers, directors, employees, volunteers and agents shall be fully insured with the following coverage forms, limits and policy endorsements:
 - i. If no alcohol is to be sold or served, Commercial General Liability insurance with a combined single limit of not less than \$500,000.00, per occurrence (\$1,000,000 if liquor is to be served).
 - ii. If alcohol is to be sold or served, Commercial General Liability, with Liquor Liability coverage, with a combined single limit of not less than \$1,000,000 per occurrence.

- b. Licensee's insurance shall provide coverage for both bodily injury, including death and property damage, and shall cover the use and occupancy of Premises, its operations and completed operations.
 - c. Licensee's insurance shall be obtained from a carrier rated at least "A" by A.M. Best Company and licensed in the State of Ohio.
 - d. Licensee's policy shall provide as follows:
 - i. Name as Additional Insured the Licensor, the Roman Catholic Diocese of Cleveland, and the Bishop of the Roman Catholic Diocese of Cleveland.
 - ii. Provide that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
 - iii. Provide that Licensor shall be given advance written notice of the cancellation, non-renewal or reduction in coverage.
 - e. Licensee shall provide to Licensor a Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Licensor no later than five (5) days prior to the event.
10. In lieu of obtaining the requisite liability coverage from an insurance company as set forth above, Licensee may obtain the necessary coverage by purchasing "Special Events Liability Insurance" coverage from the Diocesan Insurance Office through the Licensor. Liquor liability coverage, however, is not included in this "Special Events Liability Insurance" and cannot be obtained through the Diocesan Insurance Office.
11. Licensee agrees to keep the Premises in neat order and shall be responsible for all set-up requirements, all clean-up, and the removal of waste from the Facility. Licensee agrees to deposit all waste in the dumpster or receptacle designated by Licensor.
14. Licensee agrees that Licensee shall be solely liable for any theft of or damage to the Facility or Licensor's property, real or personal, arising from the negligent or tortious acts or omissions of Licensee or Licensee's patrons, clients, friends, invitees, licensees, or others permitted on the Premises by Licensee. Licensee acknowledges and agrees that lack of supervision during the event shall *per se* constitute negligence for purposes of this Agreement.
15. Licensee also shall use caution in decorating the Facility so as not to cause damage and shall not tape or affix decorations to painted or plastered surfaces.
16. Licensee shall be solely liable for any and all injuries, regardless of type, which may be suffered by Licensee while utilizing the Premises.
17. Licensee agrees to indemnify, discharge, release, defend and hold harmless the Licensor, Licensor's employees, the staff of Licensor, the Roman Catholic Diocese of Cleveland, the Bishop of the Catholic Diocese of Cleveland, and their respective successors and assigns, from all debts,

claims, demands, costs, judgments, damages, actions, causes of action, and expenses (including but not limited to attorney's fees) which Licensee, Licensee's patrons, guests, invitees, clients, friends, or others whom Licensee permits to come upon Licensor's premises, may now have or may hereafter have that arise out of Licensee's use of Licensor's Facility and premises and Licensee's activities pursuant to this Agreement, regardless of whether such are for bodily injury, death, theft, property damage, or any other cause whatsoever.

18. Licensee shall provide and be responsible for adequate and appropriate police and security guard protection to maintain law and order during its use of the Premises under this Agreement.
19. Licensee agrees to follow any and all further instructions, rules and regulations provided by Licensor concerning use of the Facility and Licensor's premises.
20. Licensee agrees to set up no earlier than the start time listed above and to be out and have the Facility and premises secured, cleared of debris, cleaned and lights out by the end time listed above.
21. The undersigned agrees to the foregoing on behalf of himself/herself personally and the organization he/she represents, if Licensee is not an individual.
22. The undersigned further warrants that the Licensee, if not an individual, is duly organized or qualified under the laws of the State of Ohio and is qualified to do business in the State of Ohio.
23. If Licensee is not an individual, the undersigned warrants and represents that he/she is authorized to sign and execute this Agreement on behalf of Licensee and that evidence of such authority will be provided to Licensor upon request.
24. Licensee agrees that failure to meet any of the terms set forth herein shall result in the immediate termination of this Agreement.
25. Licensee agrees that Licensor reserves the right to terminate this Agreement for any reason or no reason. Licensee agrees that in the event that the Licensor terminates under this Section of the Agreement, Licensee's damages shall be limited to a return of any and all deposits.
26. This Agreement and the times specified herein shall not be modified unless in writing and signed by Licensor.
27. This Agreement represents and contains the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on this _____ day of _____, 200_____.

LICENSOR

LICENSEE

By: _____

By: _____

Title: _____

Title: _____