

AN ORDINANCE

25770

MANIFESTING A CONTRACT BETWEEN THE CITY AND THE
SAN ANTONIO ZOOLOGICAL SOCIETY FOR THE OPERATION
OF THE CITY'S ZOO FOR A 25-YEAR PERIOD BEGINNING
MAY 1, 1967.

* * * * *

Whereas, the City owns the San Antonio Zoo consisting of land and permanent improvements located on a portion of the old Spanish Grant and other land northwest and adjoining the Brackenridge Park area, said zoo being fenced as a separate area; and,

Whereas, the San Antonio Zoological Society has been operating the City Zoo under contract with the City, the present contract under Ordinance 27788 terminating July 31, 1967; and,

Whereas, said Society has requested that the City enter into a contract for a long term operation of the zoo by said Society; NOW, THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

This ordinance makes and manifests a contract between the City of San Antonio (hereinafter called "City") and the San Antonio Zoological Society (hereinafter called "Society") a Texas Corporation acting by and through its duly authorized officers, as follows:

1. This contract shall be effective May 1, 1967, superseding the contract between the parties manifested by Ordinance 27788 of July 16, 1959, as amended.

2. In consideration of the covenants and undertakings of the City contained herein, the Society shall operate, maintain and supervise the San Antonio Zoo for a 25-year period beginning ~~January 1, 1967~~ ^{April 1, 1967}, on a non-profit basis in accordance with the following terms and conditions:

a. Society shall use all funds received by it from operation of the Zoo under this contract, including but not limited to admission charges, revenues from concessions, and funds paid to the Society by the City, pursuant to this contract, for acquisition, transportation, handling, housing, feeding, care and disposition of animals, reptiles, fowl and fish to be exhibited at the zoo; for the making of repairs, improvements and additions in and around the zoo area; for current zoo operations; and for general zoological purposes in connection with the zoo.

b. Society shall collect and retain all fees charged for admission to the Zoo. Such fees shall be in amounts provided by ordinance of the City Council of the City of San Antonio.

c. Society shall maintain all structures and installations in the zoo in a good state of repair and shall keep the area in a clean and attractive condition at all times.

d. Society may operate or may contract with others to operate all suitable concessions within this zoo area, such as rides, performances, sightseeing vehicles, and the sale of food items, tobacco products, nonalcoholic beverages, souvenirs and novelties.

e. Society shall continue to own all animals, fowl, reptiles, and fish in the zoo.

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f. Society shall be permitted to use and shall maintain the following City-owned vehicles during the term of this contract:

1951 Chevrolet dumptruck
#AJEA 606408
XD 2045

1967 Ford dumptruck
#F60 BKA 15760
131130

1952 International 3/4 ton pickup
#SD 220157907
XD 7555

Said vehicles may be disposed of or replaced only with prior written approval of the City Manager. Society shall provide public liability insurance coverage on said vehicles in the amounts and pursuant to the provisions of Section 2k below.

g. All expenses of operating the zoo pursuant to this contract shall be borne by the Society except for the amounts paid by the City pursuant to Section 3 hereof.

h. Society shall pay for all utility services used in connection with operation of the zoo under this contract.

i. Society shall have no authority to bind the City in any way, or to incur any indebtedness or liability on its behalf, or to alienate or to place any lien on the City's property.

j. Society shall provide the defense for, indemnify and hold harmless the City from and against every claim, demand or cause of action which may be made or which may arise out of any act or omission of Society pursuant to this contract, or by its representatives or employees, or by its concessionaires or contractors.

k. Society shall during the term of this contract provide public liability insurance policies issued by one or more insurance companies licensed to do business in the State of Texas providing minimum limits of \$50,000 for injuries to one person and \$100,000 for injuries to more than one in a single accident or occurrence and \$5,000 for damages to property occasioned by a single accident or occurrence. Said policies shall name the City as an additional insured and shall provide for 30 days' written notice to the City of alteration or cancellation thereof. Coverages shall include liability for any injuries or damages caused by any animal, reptile, fowl or fish, kept or exhibited at the zoo. Certificates of insurance or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk.

l. Society shall provide fire and extended coverage insurance, in amounts acceptable to the City Manager, on improvements and equipment in the zoo during the term hereof with a company or companies authorized to do business in Texas, in which the City is named an additional insured. Society shall file certificates of insurance or other satisfactory evidence of such coverage with the City Clerk. The proceeds thereof, paid on account of a loss covered thereby, shall be used to defray the cost of repairing or replacing damaged items as necessary. The amount of such insurance coverage may be increased or decreased with prior written approval of the City Manager.

m. Society shall keep its financial records on the basis of a fiscal year ending each July ~~31~~ during this contract. Society will file with the City Clerk on or ^{before} ~~November 1~~, of each year an

2 of 2

annual report, covering the preceding fiscal year, of the Society's receipts and expenditures, prepared and certified by a certified public account and in such detail as may be prescribed by the City's Director of Finance. Failure to file such report shall, at the option of the City, terminate this contract. The books of account and related files and records of the Society shall be made available, on call, in the City of San Antonio, to the City's Director of Finance or his representatives.

n. Society will notify the City Manager of all meetings of the Board of Directors and of the Executive Committee of the Society in order that he or his designated representatives may attend such meetings.

o. Society shall obtain prior written approval of the City Manager for any major construction, removal, demolition, reconstruction or alteration of improvements on the premises.

p. The zoo area covered by this contract is the area within the red lines on the aerial photo attached hereto (Exhibit A hereto, incorporated herein by reference), exclusive of the parking lot designated thereon and of the area to be conveyed to the State of Texas for use as right-of-way for the North Expressway (U.S. 281). It is agreed and understood that said areas are not included in this contract; provided that the City Manager may authorize inclusion of the parking lot in the zoo area by letter. It is further agreed that certain additional areas will be required during the period of construction of the expressway project and may not be used by Society during such period. The location of such right-of-way and of the temporary construction easements is indicated on Exhibit A, but it is understood that the location and size of the areas may not be exact. Society shall remove the haybarn and other improvements from said areas prior to the start of the expressway construction.

3. City shall pay to the Society in consideration of the covenants agreements, grants and conveyances by the Society contained herein, the sum of \$161,000.00 annually, payable in equal monthly installments on the 1st day of each calendar month beginning January 1, 1967. City shall bear no other cost nor expense under this contract.

4. It is hereby agreed that no change shall be made in any of the provisions of this contract except by written agreement authorized by ordinance.

PASSED AND APPROVED this 27th day of April, 1967.

M. Y. O. R.
M A Y O R

ATTEST:

J. H. Inselmann
City Clerk

ACCEPTED AND AGREED TO in all things this 3rd day of May, 1967.

SAN ANTONIO ZOOLOGICAL SOCIETY

Attest:

Ed. B. ...
Secretary

BY: *R. H. Friedrich*
President

APPROVED AS TO FORM:

Sam J. Love
City Attorney

67259

The Travelers Insurance Company

Hartford, Connecticut

DECLARATIONS Workmen's Compensation and Employers' Liability Policy No. UB 3957153

Item 1. Name of insured
 SAN ANTONIO ZOOLOGICAL SOCIETY, INC.
 Address
 (No street, town, county, state) 3903 NORTH ST MARY'S STREET
 SAN ANTONIO, TEXAS 78212
 Individual, Partnership, Corporation or Other C
 ("I" means "Individual", "P" means "Partnership", "C" means "Corporation")
 Locations—All usual work places of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein

Item 2. Policy Period From AUGUST 1, 1968 to AUGUST 1, 1969 12 01 A M,
 standard time at the address of the insured as stated herein

Item 3. Coverage A of this policy applies to the workmen's compensation law and any occupational disease law of each of the following states
 TEXAS

Symbol numbers of endorsements forming a part of the policy on its effective date 3908, 16320, 51(3930), 17100, 14770

Item 4. If indicated herein, interim adjustments of premium shall be made Semi-Annually, Quarterly or Monthly
 (S means "Semi-Annually" "Q" means "Quarterly", "M" means "Monthly") M

Minimum Premium \$ 109.00 Deposit Premium \$ 1732.00
 Total Estimated Annual Premium \$ 6097.00

Classification of Operations		Premium Basis	Rates	Estimated Annual Premiums
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Estimated Total Annual Remuneration	Per \$100 of Remuneration	
AS PER SCHEDULE 3877 ATTACHED				6928.00
EXPERIENCE MODIFICATION .88 MODIFIED PREMIUM				6097.00
Loss Constant	0032			
Expense Constant	0020			
Loss and Expense Constant				
2 *Clerical Office Employees N O C	8810			
3 *(a) Salesmen, Collectors or Messengers—outside	8742			
*(b) Drivers, Chauffeurs and their Helpers, N O C—commercial	7380			

Item 5. Limit of Liability for Coverage B—Employers' Liability \$ 100,000. subject to all the terms of this policy having reference thereto

Date of Issue 7-26-68RF

*If not specifically included in Division 1

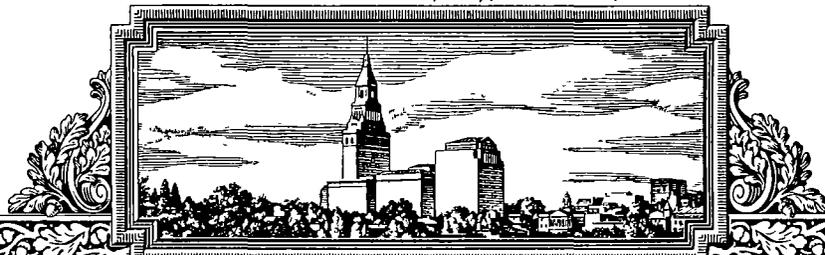
Countersigned by

May H. Gardner

PROTECTION BY THE TRAVELERS

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY POLICY

The Travelers Insurance Company, Hartford, Connecticut



The Travelers Insurance Company

Hartford, Connecticut

(A Stock Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy

Insuring Agreements

I. Coverage A—Workmen's Compensation

To pay promptly when due all compensation and other benefits required of the insured by the workmen's compensation law

Coverage B—Employers' Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained in the United States of America, its territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this policy the company shall

- defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false or fraudulent, but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient,
- pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended proceeding or suit, but without any obligation to apply for or furnish any such bonds,
- pay all expenses incurred by the company, all costs taxed against the insured in any such proceeding or suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon.

- reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the amounts payable under Coverage A or the applicable limit of liability under Coverage B

III. Definitions

- Workmen's Compensation Law.** The unqualified term "workmen's compensation law" means the workmen's compensation law and any occupational disease law of a state designated in Item 3 of the declarations, but does not include those provisions of any such law which provide non-occupational disability benefits
- State.** The word "state" means any State or Territory of the United States of America and the District of Columbia
- Bodily Injury by Accident; Bodily Injury by Disease.** The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident" The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident"
- Assault and Battery.** Under Coverage B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured

IV. Application of Policy

This policy applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period

Exclusions

This policy does not apply:

- to operations conducted at or from any workplace not described in Item 1 or 4 of the declarations if the insured has, under the workmen's compensation law, other insurance for such operations or is a qualified self-insurer thereof,
- unless required by law or described in the declarations, to domestic employment or to farm or agricultural employment,
- under Coverage B, to liability assumed by the insured under any contract or agreement,
- under Coverage B, (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in

violation of law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof,

(e) under Coverage B, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom,

(f) under Coverage B, to any obligation for which the insured or any carrier as his insurer may be held liable under the workmen's compensation or occupational disease law of a state designated in Item 3 of the declarations, any other workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law

Conditions

The conditions, except conditions 7, 8, 9 and 15, apply to all coverages.

Conditions 7, 8, 9 and 15, apply only to the coverage noted thereunder.

- Premium.** The premium bases and rates for the classifications of operations described in the declarations are as stated therein and for classifications not so described are those applicable in accordance with the manuals in use by the company This policy is issued by the company and accepted by the insured with the agreement that if any change in classifications, rates or rating plans is or becomes applicable to this policy under any law regulating this insurance or because of any amendments affecting the benefits provided by the workmen's compensation law, such change with the effective date thereof shall be stated in an endorsement issued to form a part of this policy.

in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof

Nothing herein shall relieve the insured of the obligations imposed upon the insured by the other terms of this policy

- Limits of Liability.** The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom," in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment The limit of liability stated in the declarations for Coverage B is the total limit of the company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident The limit of liability stated in the declarations for Coverage B is the total limit of the company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one or more employees of the insured in operations in any one state designated in Item 3 of the declarations or in operations necessary or incidental thereto

The inclusion hereof of more than one insured shall not operate to increase the limits of the company's liability.

When used as a premium basis, "remuneration" means the entire remuneration, computed in accordance with the manuals in use by the company, earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the company liable under this policy for injury to or death of such person in accordance with the workmen's compensation law "Remuneration" shall not include the remuneration of any person within division (b) foregoing if the insured maintains evidence satisfactory to the company that the payment of compensation and other benefits under such law to such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof

If the declarations provide for adjustment of premium on other than an annual basis, the insured shall pay the deposit premium to the company upon the inception of this policy and thereafter interim

Classification of Operations	Code No.	Estimated Total Annual Remuneration	Rates per \$100 of Remuneration	Estimated Annual Premiums
EXHIBITORS FOR EXHIBITIONS NOT OWNERS OR LESSEES- INDIVIDUALS	9016	180,416.	2.64	4,762.36
SALES AND MERCHANDISING-INCLUDING SALES	8288	90,025.	5.61	1,514.40
RESTAURANTS INCLUDING CLERICAL NPD	9079	14,936.	1.85	277.42
STORES AND RETAIL NPD	8017	18,935.	.95	170.42
CLERICAL OFFICE EMPLOYERS NDC	8810	20,487.	.10	20.48
DETECTIVE OFFICERS NDC-NOT FOREIGN OR MARINE	3809	8,973.	.14	12.56

EXECUTIVE OFFICERS ENDORSEMENT - TEXAS

TX-3.1

It is agreed that

1. The insured, being a corporation, such insurance as is afforded by the policy by reason of the designation of Texas in Item 3 of the declarations does not apply to injury, including death resulting therefrom, sustained by any executive officer of the insured, except such officers, if any, as are designated below or in Item 4 of the declarations.
2. "Remuneration", when used as a premium basis for such insurance, shall not include the remuneration of any executive officer of the insured not so designated.

Designation of Officers:

LOUIS DI SARATO, DIRECTOR

Attending Policy No. 00-0057153

SAN ANTONIO ZOOLOGICAL SOCIETY, INC
SAN ANTONIO, TEXAS
(H) 8-1-88/89

THE TRAVELERS INSURANCE COMPANY


Secretary

THE CHARTER OAK FIRE INSURANCE COMPANY


Secretary

premiums shall be computed in accordance with the manuals in use by the company and paid by the insured promptly after the end of each interval specified in the declarations. The deposit premium shall be retained by the company until termination of this policy and credited to the final premium adjustment.

The insured shall maintain records of the information necessary for premium computation on the bases stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct. If the insured does not furnish records of the remuneration of persons within division (b) of the definition of remuneration foregoing, the remuneration of such persons shall be computed in accordance with the manuals in use by the company.

The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the rules, rates, rating plans, premiums and minimum premiums applicable to this insurance in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the premium previously paid, the insured shall pay the excess to the company, if less, the company shall return to the insured the unearned portion paid by the insured. All premiums shall be fully earned whether any workmen's compensation law, or any part thereof, is or shall be declared invalid or unconstitutional.

2. Partnership or Joint Venture as Insured. If the insured is a partnership or joint venture, such insurance as is afforded by this policy applies to each partner or member thereof as an insured only while he is acting within the scope of his duties as such partner or member.

3. Inspection and Audit. The company and any rating authority having jurisdiction by law shall each be permitted to inspect the workplaces, machinery and equipment covered by this policy and to examine and audit the insured's books, vouchers, contracts, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within three years after termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

4. Notice of Injury. When an injury occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses.

5. Notice of Claim or Suit. If claim is made or suit or other proceeding is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

6. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the workmen's compensation law.

7. Statutory Provisions. The company shall be directly and primarily liable to any person entitled to the benefits of the workmen's compensation law under this policy. The obligations of the company may be enforced by such person, or for his benefit by any agency authorized by law, whether against the company alone or jointly with the insured. Bankruptcy or insolvency of the insured or of the insured's estate, or any default of the insured, shall not relieve the company of any of its obligations under Coverage A.

As between the employee and the company, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the company, the jurisdiction of the insured, for the purposes of the workmen's compensation law, shall be jurisdiction of the company and the company shall in all things be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by such law and within the terms, limitations and provisions of this policy not inconsistent with such law.

All of the provisions of the workmen's compensation law shall be and remain a part of this policy as fully and completely as if written herein, so far as they apply to compensation and other benefits provided by this policy and to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under such law.

The insured shall reimburse the company for any payments required of the company under the workmen's compensation law, in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and wilful misconduct of the insured, or (b) any employee employed by the insured.

9. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations under Coverage B.

10. Other Insurance. If the insured has other insurance against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

11. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this policy against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

12. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice-President, Secretary, Assistant Secretary of the company, or a Registrar specially authorized, provided, however, changes may be made in the written portion of the declarations by a manager or general agent of the company when initialed by such manager or general agent.

13. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. If, however, during the policy period the insured shall die, and written notice is given to the company within thirty days after the date of such death, this policy shall cover the insured's legal representative as insured, provided that notice of cancellation addressed to the insured named in the declarations and mailed or delivered, after such death, to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

14. Cancellation. This policy may be canceled by the insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, unless the manuals in use by the company otherwise provide, earned premium shall be (1) computed in accordance with the customary short rate table and procedure and (2) not less than the minimum premium stated in the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

When the insurance under the workmen's compensation law may not be canceled except in accordance with such law, this condition so far as it applies to the insurance under this policy with respect to such law, is amended to conform to such law.

15. Terms of Policy Conformed to Statute. Terms of this policy which are in conflict with the provisions of the workmen's compensation law are hereby amended to conform to such law.

16. Declarations. By acceptance of this policy the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, THE TRAVELERS INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.


Secretary


President

EXCESS THIRD PARTY LIABILITY POLICY

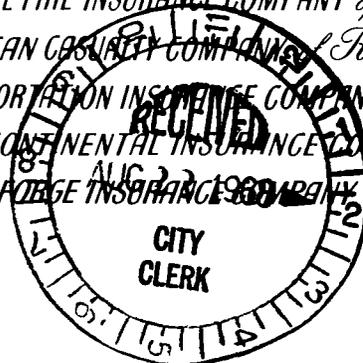


INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)
Continental Center/310 S Michigan Ave /Chicago, Ill 60604

Item 1

DECLARATIONS	
AGENCY NO 623200	POLICY NUMBER 913 41 45
NAMED INSURED & ADDRESS (Number & Street, Town, County & State) THE CITY OF NEW BRUNSWICK, NEW JERSEY THE NEW BRUNSWICK MUNICIPAL GOVERNMENT, INC. 700 N. STATE STREET NEW BRUNSWICK, NEW JERSEY	
2 Policy Period (hereinafter called "this policy period") 12 01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN. AUGUST 1, 1988 To AUGUST 1, 1989	

- CONTINENTAL CASUALTY COMPANY
- NATIONAL FIRE INSURANCE COMPANY of Hartford
- AMERICAN CASUALTY COMPANY of Reading, Pa
- TRANSPORTATION INSURANCE COMPANY
- TRANSCONTINENTAL INSURANCE COMPANY
- VALLEY FORGE INSURANCE COMPANY



COPY OF THE EXCESS THIRD PARTY LIABILITY POLICY FORM G-40219-A

3 Schedule of Underlying Insurance Insurer and Policy Number
INSURANCE COMPANY OF AMERICA, INC. CO. POLICY # 000000000000000000

4 Limits of Liability The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto

COLUMN I	IN EXCESS OF	COLUMN II	COLUMN III	Coverage
Company Limits		Underlying Limits	Total Limits	
\$ 500,000 Each Person		\$ 500,000	\$	A Bodily Injury Automobile
\$ 500,000 Each Occurrence		\$ 500,000	\$	
\$ 1,000,000 Each Person		\$ 1,000,000	\$ 1,000,000	B Bodily Injury Except Automobile
\$ 1,000,000 Each Occurrence		\$ 1,000,000	\$ 1,000,000	
\$ 1,000,000 Aggregate		\$ 1,000,000	\$ 1,000,000	
\$ 500,000 Each Occurrence		\$ 500,000	\$	C Property Damage Automobile
\$ 500,000 Each Occurrence		\$	\$	D Property Damage Except Automobile
\$ 500,000 Aggregate		\$	\$	
\$ Each Occurrence		\$	\$	E Combined Single Limit Bodily Injury and Property Damage
\$ Aggregate		\$	\$	F Other

5 Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
PLAT CARDS	\$500.00

Deposit Premium \$ **500.00** on effective date of policy Minimum Premium \$ **500.00** Annual
 \$ _____ Policy term
 \$ _____

Audit Period **12/31**

PERRY & SAVAGE

Countersigned by *[Signature]*
Licensed Resident Agent



RECEIVED

DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium set forth herein, it is agreed that this policy is extended to include the following

- 1 In the event of the cessation of the obligation of all underlying insurers either to investigate and defend the insured or to indemnify the insured or to pay on behalf of the insured the costs and expenses of investigating and defending the insured, then the company shall either
 - (a) assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy, or
 - (b) indemnify the insured for the reasonable costs and expenses of investigating and defending suits seeking damages otherwise covered under this policy,
 whichever the company may elect
 However, nothing contained herein shall be construed as affording coverage for the office expenses of the insured, the salaries and expenses of employees of the insured or the general retainer fees of counsel retained by the insured
- 2 As soon as the insured has information that the obligation of all underlying insurers to either investigate and defend, indemnify or pay on behalf of the insured the costs and expenses of investigating and defending the insured has or will cease, the insured shall immediately give written notice to the company Upon receipt of such notice the company will, within a reasonable time, elect and notify the insured of its decision
3. The additional obligations assumed by the company under the terms of this endorsement are included in, and not in addition to, the applicable limit of the company's liability
- 4 The last sentence in the definition of **loss** in the policy form is deleted The last sentence in Condition 2, "Notice of Loss, Participation in Defense by company" is deleted and replaced by the following
 "When the company elects to proceed in accordance with provision 1(a) of this endorsement, the company shall assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy and shall have the right to make any settlement of any suit as it deems expedient At all other times the company shall still have the right, but only if it so elects, to participate in the investigation, settlement, trial, appeal or other defense of any claim or suit against the insured "
- 5 The additional premium for this endorsement is **INCLUDED**

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT NO	POLICY NO	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
#1	NRK 913 41 43	THE CITY OF SAN ANTONIO, TEXAS ETAL.	8/1/68



040 031610 FREY & SAVAGE

Countersigned by *[Signature]*
 Licensed Resident Agent

01

KEY PUNCHED CHECK TERM CODE IF TERM CODES ARE NOT THE SAME. PUNCH ONE CARD FOR THE AUTOMOBILE COVERAGE UNDER TERM CODE 01, AND ANOTHER CARD FOR THE LIABILITY COVERAGE UNDER TERM CODE 03

COMPREHENSIVE GENERAL LIABILITY - AUTOMOBILE

7-1-68

THE MARYLAND AMERICAN GENERAL GROUP

Renewal of 31-80768 New

05 804585

31 = MARYLAND CASUALTY COMPANY
NO = NORTHERN INSURANCE COMPANY OF N Y
05 = MARYLAND AMERICAN GENERAL INS CO
02 = NATIONAL STANDARD INSURANCE CO

COMMISSION PERCENTAGE			
201	301	740	
203	303	745	
LIA	CHECKED	APPROVED	RECORDING DEPT ORIG PREM
AUTO			ACC. PREV DEPT INSP CARD WRITTEN
			DATE

804585 (31)

Item 1. Named Insured and Address (No., Street, Town or City, County, State and Zip Code)
THE ANTIPODAN EDUCATIONAL SOCIETY, INC.
3909 E. St. Mary's Street
San Antonio, Texas 78212

Item 2. Policy Period
From 8-1-68 To 8-1-69 12:01 A.M., standard time at the address of the named insured as stated herein

The named insured is
 INDIVIDUAL PARTNER SHIP CORPORATION JOINT VENTURE OTHER
AGENT 3328 Perry & Savage, Inc. Agts. - San Antonio BUSINESS OF INSURED Ins

Item 3. The insurance afforded is only with respect to such of the following Parts and Coverages therein as are indicated by specific premium charge(s). The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of the policy having reference thereto

COVERAGES	LIMITS OF LIABILITY			ADVANCE PREMIUM
	EACH PERSON	EACH OCCURRENCE	AGGREGATE	
GENERAL LIABILITY COVERAGE PARTS	COMPREHENSIVE GENERAL LIABILITY	BODILY INJURY LIABILITY	\$ 25,000.	301 \$ 1,085
		PROPERTY DAMAGE LIABILITY	\$ 5,000.	303 \$ 206
GENERAL LIABILITY COVERAGE PARTS	CONTRACTUAL LIABILITY	CONTRACTUAL BODILY INJURY LIABILITY	\$	301 \$
		CONTRACTUAL PROPERTY DAMAGE LIABILITY	\$	303 \$
GENERAL LIABILITY COVERAGE PARTS	PREMISES MEDICAL PAYMENTS	EACH PERSON \$ 1,000.	EACH ACCIDENT \$ 10,000.	a) PREMISES AND OPERATIONS 301 \$ 507 b) ELEVATORS 301 \$
GENERAL LIABILITY COVERAGE PARTS	PERSONAL INJURY LIABILITY	(SEE COVERAGE PART FOR COVERAGES AND LIMITS OF LIABILITY)		301 \$
GENERAL LIABILITY COVERAGE PARTS	STOREKEEPER'S LIABILITY			301 \$
GENERAL LIABILITY COVERAGE PARTS	COMPREHENSIVE PERSONAL INSURANCE			301 \$
GENERAL LIABILITY COVERAGE PARTS	FARMER'S COMPREHENSIVE PERSONAL INSURANCE			301 \$
AUTOMOBILE COVERAGE PARTS	COMPREHENSIVE AUTOMOBILE LIABILITY	BODILY INJURY LIABILITY	\$	201 \$
		PROPERTY DAMAGE LIABILITY	\$	203 \$
AUTOMOBILE COVERAGE PARTS	AUTOMOBILE MEDICAL PAYMENTS	\$		201 \$
AUTOMOBILE COVERAGE PARTS	PROTECTION AGAINST UNINSURED MOTORISTS	EACH PERSON \$	EACH ACCIDENT \$	PROPERTY DAMAGE IF ANY SEE ENDORSEMENT ATTACHED 201 \$
AUTOMOBILE COVERAGE PARTS	AUTOMOBILE PHYSICAL DAMAGE	COLLISION	(SEE COVERAGE PART FOR COVERAGES AND LIMITS OF LIABILITY)	
AUTOMOBILE COVERAGE PARTS	PHYSICAL DAMAGE - OTHER THAN COLLISION			740 \$ 745 \$
AUTOMOBILE COVERAGE PARTS	GARAGE INSURANCE			SEE COV PART \$
FORM NUMBERS OF AND PREMIUM FOR ENDORSEMENTS ATTACHED TO POLICY AT ISSUE				\$
FORM NUMBERS OF APPLICABLE COVERAGE PARTS NOT ATTACHED TO HOME OFFICE COPY				\$

1, 3007, 3408, 3467, 3478

(FOR COMPANY RECORDS ONLY) FORM NUMBERS OF APPLICABLE COVERAGE PARTS NOT ATTACHED TO HOME OFFICE COPY

3339, 3340

TOTAL ADVANCE PREMIUM \$ 1,798

ADDITIONAL DECLARATIONS	AUTOMOBILE MEDICAL PAYMENTS Designation of Automobiles - Division 1	PROTECTION AGAINST UNINSURED MOTORISTS: Description of Insured Highway Vehicles
	<input type="checkbox"/> Any owned automobile <input type="checkbox"/> Any hired automobile <input type="checkbox"/> Any licensed owned private passenger automobile <input type="checkbox"/> Any non-owned automobile <input type="checkbox"/> Any automobile described in the schedule for which a specific premium charge is made for Medical Payments <input type="checkbox"/> Other <input type="checkbox"/> Designated Person Insured (SEE ENDORSEMENT ATTACHED)	<input type="checkbox"/> Any automobile owned by the named insured. <input type="checkbox"/> Any private passenger automobile owned by the named insured. <input type="checkbox"/> Any highway vehicle to which are attached dealer's license plates issued to the named insured. <input type="checkbox"/> Any mobile equipment owned or leased by and registered in the name of the named insured <input type="checkbox"/> Any highway vehicle designated in the schedule for which a specific premium charge is indicated for Uninsured Motorists and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement thereof <input type="checkbox"/> Other Designated Insured

Item 4. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein

PERRY & SAVAGE

Countersigned By [Signature] AUTHORIZED REPRESENTATIVE

PASTE ALL ENDORSEMENTS ON REVERSE SIDE (31) 804585

CASUALTY DIVISION

Special Endorsement No. 1

It is agreed that effective _____, 12 01 A M, Policy No _____

issued to _____
(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

is amended as herein specifically stated but not otherwise

WAIVER OF IMMUNITY ENDORSEMENT

It is hereby understood and agreed that in any claim or suit for damages covered by the policy, the company will not, except upon written request of the insured by its duly authorized officer, deny liability of the insured through the use of the defense of immunity because the insured is a municipal organization.

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein
In witness whereof, the Company designated in the Declarations has caused this endorsement to be signed by its Secretary

THE MARYLAND AMERICAN GENERAL GROUP
MARYLAND AMERICAN GENERAL INSURANCE COMPANY
AMERICAN GENERAL INSURANCE COMPANY
NATIONAL STANDARD INSURANCE COMPANY


Secretary

05 11-001505

- 31 = MARYLAND CASUALTY COMPANY
BALTIMORE, MARYLAND 21203 A STOCK COMPANY
- NO = NORTHERN INSURANCE CO. OF N. Y.
NEW YORK, NEW YORK 10038 A STOCK COMPANY
- 05 = MARYLAND AMERICAN GENERAL INS. CO.
HOUSTON, TEXAS 77001 A STOCK COMPANY
- 02 = NATIONAL STANDARD INSURANCE CO.
HOUSTON, TEXAS 77001 A STOCK COMPANY

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
— SCHEDULE —**

THE MARYLAND AMERICAN GENERAL GROUP

DESCRIPTION OF HAZARDS	CODE NO. TERR GRP	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises - Operations Location of all premises owned by, rented to or controlled by named insured (ENTER "SAME" IF SAME AS ITEM 1 OF DECLARATIONS) See Schedule		a Area (Sq. Ft.) b Remuneration c Other Applicable Basis	Per 100 Sq. Ft. of Area Per \$100 of Remuneration Basis upon which rate applies			
					1110	210
Elevators (Number at Premises) (See Declaration for details)	4	Number Insured	Per Elevator			
Independent Contractors (See Declaration for details)	6	Cost	Per \$100 of Cost			
Completed Operations (See Declaration for details)	7	Receipts	Per \$1,000 of Receipts			
Products and Completed Operations (See Declaration for details)	7	Sales	Per \$1,000 of Sales			
Storage - Aluminum stands (See Declaration for details)	1172	70,000.	.012	.0072	21 (Min.)	5 (Min.)
Storage - 500 Gallon Drums - H.O.C. (See Declaration for details)	1173	30,000.	.070	.010	Incl.	Incl.

Part occupied by named insured

Interest of named insured in such premises

entire, or

OWNER GENERAL LESSEE TENANT

OTHER

**TOTAL
ADVANCE
PREMIUMS**

1131

215

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein

LISTING OF CLASSIFICATIONS THE CODE NUMBERS OF WHICH INCLUDE THE SYMBOLS X, C, U

Alcohol Mfg. #2471 x
 Anhydrous Ammonia Distributing #3497S x
 Asphalt or Tar Distilling or Refining #2471 x
 Building Raising or Moving #3451S xc
 Caisson Work #3438 xcu and 3470 xcu
 Calcium Carbide Mfg. #2471 x
 Carbonic Acid Gas Mfg. #2471 x
 Charcoal Mfg. #2471 x
 Chemical Mfg. #2471 x
 Clay or Shale Digging #2483 x
 Cofferdam Work #3438 xcu
 Conduit Construction #6325 xcu
 Contractors Equipment — all types, except hod or material hoists —
 rented to others with operators #3478 xcu,
 3758 cu, 3482 xu and 3477 u
 Corn Products Mfg. #2014 x
 Cottonseed Oil Mfg. #2471 x
 Creosote Mfg. #2471 x
 Dextrine Mfg. #2014 x
 Distillation — wood #2471 x
 Dye Mfg. #2471 x
 Electric Light or Power Cos. #7539 xcu
 Electric Light or Power Co-op — REA #7540 xc
 Electric Light or Power Line Construction — REA #7529 xc
 Electric Light or Power Line Construction #3448 xcu
 Excavation, NOC #3470 xcu
 Explosives or Ammunition Mfg. #3453 sx
 Feed Mfg. — livestock #2014 x
 Fireworks Mfg. #3453S x
 Gas Companies — natural gas #7502S xcu
 Gas Works — NOC #7500S xcu
 Gas Dealers LPC #3487S x
 Gas Distributing — LPG #3486S xcu
 Gas Mains or Connections Construction #3449 xcu
 Gas Pipe Line Construction #6233 xcu
 Gas Pipe Line Operations #7505S x
 Gasoline or Oil Dealers #8350 x
 Geophysical Exploration — seismic #8606 x
 Grading of Land #6041 xcu
 Grain Elevator Operation #2485 x
 Grain Milling #2014 x
 Iron or Steel Erection — subways #6254 xcu
 Irrigation or Drainage Systems Construction #6229 xcu
 Lacquer Mfg. #3469 x
 Landscape Gardening #6041 xcu
 Lime Mfg. #2483 x
 Magnesium Metal Mfg. #3488 x
 Milling Grain #2014 x
 Mining #2483 x and 2474 x
 Oil or Gas Pipe Line Construction #6233 xcu
 Oil or Gasoline Dealers #8350 x
 Oil Mfg. — Solvent process #2471 x
 Oil Pipe Lines — operations #7515s x
 Oil Refining #4740 x
 Oxygen or Hydrogen Mfg. #2471 x and #4634 x
 Paint Mfg. #3469 x
 Pile driving #3470 xcu and #3430 cu
 Plumbing #3434 u
 Pneumatic Tube Operations #7620 u
 Projectile or shell charging or loading #3453S x
 Pyroxylin Mfg. #2471 x
 Pyroxylin plastic goods mfg. #2454 x
 Quarries #2483 x
 R. R. Construction NOC #3444 x
 Plastics Mfg. #2471 x
 Salvage operations #3451S xc
 Sand or Gravel Digging #3483 x
 Septic Tank Installation #3434 u
 Sewer Construction #3449 xcu
 Shaft sinking #3438 xcu
 Slate splitting #2483 x
 Spiritous Liquors Mfg. #2471 x
 Starch Mfg. #2014 x
 Steam Heating or Power Cos. #7570 xcu
 Steam Mains Construction #3449 xcu
 Stone Crushing #2483 x
 Street or Road Paving or Construction #5506 xcu and 3450 xcu
 Subway Construction #6254 xcu
 Sulphur Refining #2471 x
 Synthetic Rubber Mfg. #3489 x
 Telephone Cos. #7603 u
 Telephone Line Construction #3448 xcu
 Tunneling #3438 xcu
 Turpentine or Resin Distillation #2471 x
 Underpinning, Bldgs or Structures #3451S xc
 Varnish Mfg. #3469 x
 Water Mains Construction #3449 xcu
 Waterworks #7520 xcu
 Welding or Cutting #3428 x
 Whiskey Mfg. #2471 x
 Wrecking #5697 xc and 3451S xc

DESCRIPTION OF TERMS USED AS PREMIUM BASES

"ADMISSIONS" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid-admission tickets, complimentary tickets or passes;

"COST" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials, and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"RECEIPTS" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and include taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"REMUNERATION" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

"SALES" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

31 OR 50 = MARYLAND CASUALTY COMPANY
BALTIMORE, MARYLAND 21203 A STOCK COMPANY
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NEW YORK, NEW YORK 10038 A STOCK COMPANY
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HOUSTON, TEXAS 77001 A STOCK COMPANY
02 = NATIONAL STANDARD INSURANCE CO.
HOUSTON, TEXAS 77001 A STOCK COMPANY

**GENERAL LIABILITY SCHEDULE
- SUPPLEMENT -**

THE MARYLAND AMERICAN GENERAL GROUP

DESCRIPTION OF HAZARDS (Indicate whether Premises - Operations, Elevators, Etc)	CODE NO.		PREMIUM BASES	RATES		ADVANCE PREMIUM		
	TERR	GRP.		BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE	
MINIMUM:			a) Area	For 100 sq. ft. of Area				
			b) Enumeration	For \$100 of Enumeration				
			c) Number	Each				
Auto - retail car:								
See		0701A	Flat Charge	303.75	51.50	304	52	
Refrigerator		0702B	Flat Charge	92.10	15.45	92	15	
Lightweight Automobiles - 30 Passenger		0703C	a) 4	150.48	25.75	522	103	
Testing machines - automatic		0705	a) 24	.226	.031	3	0	
Stores - retail - R.O.S. No. 1		0135	a) 300	1.462	.062	13 (Min.)	5 (Min.)	
		No. 2	0135	a) 300	1.462	.062	13 (Min.)	5 (Min.)
Stores - refreshment stands - not restaurants no banking or peddling - serving beverages or food for consumption on the premises								
		No. 1	0195	a) 154	3.190	.109	43 (Min.)	10 (Min.)
		No. 2	0195	a) 120	3.190	.109	20 (Min.)	10 (Min.)
		No. 3	0195	a) 84	3.190	.109	20 (Min.)	10 (Min.)
						1110	210	

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
 MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
 OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
 STOREKEEPER'S INSURANCE**

**ADDITIONAL INSURED
 (Premises Leased to the Named Insured)**

This endorsement forms a part of		Issued to				And is effective on and after					
Policy No											
Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth.											
BRANCH OFFICE OR GENERAL AGENT				AGENT OR BROKER				Subject to Audit			
								M	Q	SA	A
TRANS.	BO/GA CODE	AGT/BROKER CODE	TERM CODE	EFF DATE	EXP DATE	ST CODE	PART DIV	FIRE DIST	COMM RATE		
The information herein contained is required only when this endorsement is issued subsequent to preparation of the policy.											

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the **named insured**, and subject to the following additional exclusions

The insurance does not apply

- 1 to any **occurrence** which takes place after the **named insured** ceases to be a tenant in said premises,
- 2 to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Premiums	Property Damage Liability
200 E. St. Mary's St. San Antonio, Texas	City of San Antonio, Texas	Incl.	301	Incl.
			303	

PERRY & SAVAGE



Authorized Representative

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

Lia 3408 ★ Ed 10-1-66 T PRINTED IN U.S.A. G 109
 Additional Insured (Premises Leased to the Named Insured)

Instruction

This endorsement is to be used to afford insurance to the lessor of premises, classified and rated in accordance with the provisions of the Owners', Landlords' and Tenants' Manual, in which the named insured is a tenant

This endorsement modifies the provisions of the policy relating to **ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN AUTOMOBILE LIABILITY, AUTOMOBILE MEDICAL PAYMENTS AND GARAGE INSURANCE.**

EXPERIENCE RATING MODIFICATION—TEXAS

This endorsement forms a part of POLICY NO.
Issued to
And is effective on and after

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth.

It is agreed that the premium rates for this insurance are subject to modification as of the Rating Date and, if this policy is written for three years, the next two anniversary dates of the Rating Date, the modification in each case to be in accordance with the Manual Rules, and General Liability Experience Rating Plan approved for Texas and in effect as of such dates.

Rating Date: (If no date is entered herein, the Rating Date shall be the effective date of the policy.)

~~Experience Debit - 3/4~~

PERRY & SAVAGE



Authorized Representative.

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

Lia 3467. ★ Ed 10-1-66 T PRINTED IN U.S.A. G 506
Experience Rating Modification—Texas

Instruction

Use on three year policies whether or not the Rating Date is the same as the effective date and on one year policies when the Rating Date is different from the effective date or when the policy is issued before the modification is available.

PREMIUM DISCOUNT ENDORSEMENT-TXAS

(General Liability Insurance)

This endorsement forms a part of POLICY NO

Issued to

And is effective on and after

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as herein-after set forth

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure

- 1 **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium
- 2 **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)"
 - (b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period
 - (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating

4. PREMIUM DISCOUNT TABLES—GENERAL LIABILITY—TEXAS

Premium*	Premium Disc.								
1000	0	2203	4 8	6891	9 6	23025	14 4	55684	19 2
1006	1	2260	4 9	6993	9 7	24206	14 5	56809	19 3
1018	2	2320	5 0	7098	9 8	25514	14 6	57980	19 4
1030	3	2384	5 1	7207	9 9	26972	14 7	59200	19 5
1042	4	2451	5 2	7318	10 0	28607	14 8	60474	19 6
1055	5	2522	5 3	7434	10 1	30075	14 9	61803	19 7
1068	6	2598	5 4	7552	10 2	30400	15 0	63192	19 8
1081	7	2677	5 5	7675	10 3	30733	15 1	64644	19 9
1095	8	2762	5 6	7802	10 4	31072	15 2	66165	20 0
1109	9	2853	5 7	7933	10 5	31419	15 3	67760	20 1
1123	10	2950	5 8	8069	10 6	31775	15 4	69433	20 2
1138	11	3053	5 9	8209	10 7	32138	15 5	71190	20 3
1153	12	3164	6 0	8354	10 8	32509	15 6	73039	20 4
1168	13	3284	6 1	8505	10 9	32889	15 7	74987	20 5
1184	14	3412	6 2	8661	11 0	33279	15 8	77042	20 6
1200	15	3552	6 3	8823	11 1	33677	15 9	79212	20 7
1217	16	3703	6 4	8991	11 2	34085	16 0	81508	20 8
1235	17	3867	6 5	9166	11 3	34504	16 1	83941	20 9
1252	18	4047	6 6	9347	11 4	34932	16 2	86524	21 0
1271	19	4244	6 7	9536	11 5	35372	16 3	89270	21 1
1289	20	4462	6 8	9732	11 6	35822	16 4	92197	21 2
1309	21	4703	6 9	9937	11 7	36284	16 5	95323	21 3
1329	22	4972	7 0	10151	11 8	36759	16 6	98667	21 4
1349	23	5049	7 1	10374	11 9	37246	16 7	102255	21 5
1371	24	5103	7 2	10607	12 0	37745	16 8	106114	21 6
1392	25	5159	7 3	10851	12 1	38259	16 9	110275	21 7
1415	26	5216	7 4	11106	12 2	38787	17 0	114776	21 8
1439	27	5274	7 5	11374	12 3	39329	17 1	119660	21 9
1463	28	5334	7 6	11655	12 4	39887	17 2	124978	22 0
1488	29	5395	7 7	11950	12 5	40461	17 3	130791	22 1
1514	30	5457	7 8	12260	12 6	41052	17 4	137171	22 2
1540	31	5521	7 9	12587	12 7	41660	17 5	144206	22 3
1568	32	5586	8 0	12932	12 8	42286	17 6	152000	22 4
1597	33	5653	8 1	13296	12 9	42932	17 7	160686	22 5
1627	34	5722	8 2	13682	13 0	43597	17 8	170425	22 6
1658	35	5792	8 3	14090	13 1	44284	17 9	181420	22 7
1690	36	5864	8 4	14524	13 2	44992	18 0	193932	22 8
1723	37	5938	8 5	14985	13 3	45724	18 1	208297	22 9
1758	38	6013	8 6	15476	13 4	46480	18 2	224960	23 0
1794	39	6091	8 7	16000	13 5	47261	18 3	244522	23 1
1832	40	6170	8 8	16562	13 6	48069	18 4	267810	23 2
1871	41	6252	8 9	17164	13 7	48905	18 5	296000	23 3
1913	42	6336	9 0	17812	13 8	49770	18 6	330824	23 4
1956	43	6422	9 1	18510	13 9	50667	18 7	374934	23 5
2000	44	6511	9 2	19266	14 0	51597	18 8	432616	23 6
2048	45	6602	9 3	20086	14 1	52561	18 9	500000	23 6
2097	46	6696	9 4	20978	14 2	53562	19 0	Over	
2149	47	6792	9 5	21954	14 3	54602	19 1	500000	**

*For premium not shown use the value for the next lower premium stated in the table

**If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23 6 % for the first \$500,000 and 24 2 % for the portion over \$500,000.

5	BI FD MD	2,131 215 579	Policy Numbers 31-011585	Estimated Standard Premium 1,075	Total 4.2 %
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Applicable premium discount percentage based on total estimated advance standard premium

PERRY & SAVAGE



Authorized Representative.

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

MEMBER OF THE MARYLAND AMERICAN GENERAL GROUP

**MARYLAND
AMERICAN
GENERAL**

Insurance Company

HOUSTON ★ TEXAS

**COMBINATION
AUTOMOBILE POLICY
Form XMA-576-A**

**Caution: This policy is not valid unless there is attached
hereto the original declarations page bearing the signature
of an authorized representative of the company.**

MEMBER OF THE MARYLAND AMERICAN GENERAL GROUP

**MARYLAND
AMERICAN
GENERAL**

Insurance Company

HOUSTON ★ TEXAS

PERRY & SAVAGE

General Insurance Agents

Insurance & Surety Bonds

Capitol 7-9238
618 Three A Life Bldg San Antonio Texas 78205

COMBINATION AUTOMOBILE POLICY

MARYLAND AMERICAN GENERAL INSURANCE COMPANY, HOUSTON, TEXAS
(A stock insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy

INSURING AGREEMENTS

I Coverage A — Bodily Injury Liability To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of the automobile

Coverage B — Property Damage Liability To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of the automobile

Coverage C — Automobile Medical Payments To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services

Division 1 To or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon or while entering into or alighting from the automobile, provided the automobile is being used by the named insured or his spouse if a resident of the same household, or with the permission of either, or

Division 2 To or for each insured who sustains bodily injury, sickness or disease, caused by accident, while in or upon, or while entering into or alighting from, or through being struck by, an automobile

Coverage D — Comprehensive Loss of or Damage to the Automobile, Except by Collision or Upset To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached Breakage of glass and loss caused by missiles, falling objects, fire, theft, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion shall not be deemed loss caused by collision or upset

Coverage E — Collision or Upset To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by collision of the automobile with another object or by upset of the automobile, but only for the amount of each such loss in excess of the deductible amount, if any, stated in the declarations as applicable hereto

Coverage F — Fire, Lightning and Transportation To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused (a) by fire or lightning, (b) by smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) by the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported

Coverage G — Theft (Broad Form) To pay for loss of or damage to the automobile, hereinafter called loss, caused by theft, larceny, robbery or pilferage

Coverage H — Windstorm, Hail, Earthquake or Explosion To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by windstorm, hail, earthquake or explosion, excluding loss or damage caused by rain, snow or sleet, whether or not wind-driven

Coverage I — Combined Additional Coverage To pay for direct and accidental loss of or damage to the automobile, hereinafter called loss, caused by windstorm, hail, earthquake, explosion, riot or civil commotion, or the forced landing or falling of any aircraft or of its parts or equipment, flood or rising waters, malicious mischief or vandalism, external discharge or leakage of water except loss resulting from rain, snow or sleet whether or not wind-driven, provided, with

respect to each automobile \$25 shall be deducted from each loss caused by malicious mischief or vandalism

Coverage J — Towing and Labor Costs To pay for towing and labor costs necessitated by the disablement of the automobile, provided the labor is performed at the place of disablement

II Defense, Settlement, Supplementary Payments With respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the company shall

(a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent, but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient,

(b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds,

(2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon,

(3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident,

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request, and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy

III Definition of Insured (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes the named insured and, if the named insured is an individual, his spouse if a resident of the same household, and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or such spouse or with the permission of either. The insurance with respect to any person or organization other than the named insured or such spouse does not apply

(1) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any accident arising out of the operation thereof, but this provision does not apply to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership,

(2) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer

(b) With respect to the insurance under Division 2 of coverage C the unqualified word "insured" means

- (1) the named insured, if an individual or husband and wife who are residents of the same household, otherwise the person designated in Item 3 of the declarations, and
- (2) while residents of the same household as the named insured or such designated person, his spouse and the relatives of either, provided, if such named insured or designated person shall die, this insurance shall cover any person who was an insured at the time of such death

IV Automobile Defined, Private Passenger Automobile, Trailers, Two or More Automobiles, including Automatic Insurance, and Purposes of Use Defined

- (a) **Automobile** Except with respect to Division 2 of coverage C and except where stated to the contrary, the word "automobile" means
- (1) **Described Automobile** — the motor vehicle or trailer described in this policy or, if none is so described, with respect to coverages A, B and Division 1 of coverage C, any private passenger automobile owned on the effective date of this policy by the named insured or by his spouse if a resident of the same household,
 - (2) **Trailer** — under coverages A, B and Division 1 of coverage C, a trailer not described in this policy, if designed for use with a private passenger automobile, if not being used for business purposes with another type automobile, and under Division 1 of coverage C if not a home, office, store, display or passenger trailer,
 - (3) **Temporary Substitute Automobile** — under coverages A, B and Division 1 of coverage C, an automobile not owned by the named insured or his spouse if a resident of the same household, while temporarily used as a substitute for the described automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction,
 - (4) **Newly Acquired Automobile** — an automobile, ownership of which is acquired by the named insured or his spouse if a resident of the same household, if (i) it replaces an automobile owned by either and covered by this policy, or the company insures all automobiles owned by the named insured and such spouse on the date of its delivery, and (ii) the named insured or such spouse notifies the company within thirty days following such delivery date, but such notice is not required under coverages A, B and Division 1 of coverage C if the newly acquired automobile replaces an owned automobile covered by this policy. The insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured or such spouse has other valid and collectible insurance. Under coverages D, E, F, G, H and I, when a limit of liability is expressed in the declarations as a stated amount, such limit as to the newly acquired automobile shall be replaced by the actual cash value. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile. The word "automobile" also includes under coverages D, E, F, G, H and I its equipment and other equipment permanently attached thereto. Under Division 2 of coverage C, the word "automobile" means a land motor vehicle or trailer not operated on rails or crawler-treads, but does not mean (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle or trailer while located for use as a residence or premises and not as a vehicle.
- (b) **Private Passenger Automobile** The term "private passenger automobile" means a private passenger, station wagon or jeep type automobile, and also includes under coverages A, B and Division 1 of coverage C any automobile the purposes of use of which are stated in the declarations as "pleasure and business"
- (c) **Semitrailer** The word "trailer" includes semitrailer
- (d) **Two or More Automobiles** When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under coverages A and B and separate automobiles as respects limits of liability, including any deductible provisions, under coverages D, E, F, G, H, I and J

(e) Purposes of Use Defined

- (1) The term "pleasure and business" is defined as personal, pleasure, family and business use
- (2) The term "commercial" is defined as use principally in the business occupation of the named insured as stated in Item 1, including occasional use for personal, pleasure, family and other business purposes
- (3) Use of the automobile for the purposes stated includes the loading and unloading thereof

V Use of Other Automobiles If the named insured is an individual or husband and wife and if during the policy period such named insured, or the spouse of such individual if a resident of the same household, owns a private passenger automobile covered by this policy, such insurance as is afforded by this policy under coverages A, B, Division 1 of coverage C and E with respect to said automobile applies with respect to any other automobile, subject to the following provisions

- (a) With respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes (1) such named insured and spouse, and (2) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement III does not apply to this insurance
- (b) Under Division 1 of coverage C, this insurance applies only if the injury results from the operation of such other automobile by such named insured or spouse or on behalf of either by a private chauffeur or domestic servant of such named insured or spouse, or from the occupancy of said automobile by such named insured or spouse
- (c) Under coverage E, this insurance applies only with respect to a private passenger automobile while being operated or used by such named insured or spouse

Exclusion (k) (1) does not apply to this insuring agreement

(d) This insuring agreement does not apply

- (1) to any automobile owned by or furnished for regular use to either the named insured or a member of the same household other than a private chauffeur or domestic servant of such named insured or spouse,
- (2) to any accident arising out of the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place,
- (3) under coverages A, B or Division 1 of coverage C, to any automobile while used in a business or occupation of such named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, private chauffeur or domestic servant,
- (4) under coverage E, to any loss when there is any other insurance which would apply thereto in the absence of this insuring agreement, whether such other insurance covers the interest of the named insured or spouse, the owner of the automobile or any other person or organization

VI Loss of Use by Theft — Rental Reimbursement The company, following a theft covered under this policy of the entire automobile, shall reimburse the named insured for expense not exceeding \$5 for any one day nor totaling more than \$150 or the actual cash value of the automobile at time of theft, whichever is less, incurred for the rental of a substitute automobile, including taxicabs. Such reimbursement is payable by the company in addition to the applicable limit of liability of this policy.

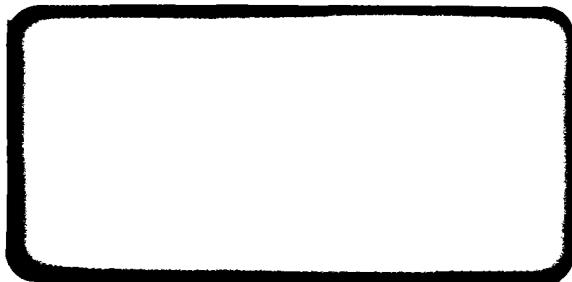
Reimbursement is limited to such expense incurred during the period commencing seventy-two hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, on the date the whereabouts of the automobile becomes known to the named insured or the company or on such earlier date as the company makes or tenders settlement for such theft.

Such reimbursement shall be made only if the stolen automobile was a private passenger automobile not used as a public or livery conveyance and not owned and held for sale by an automobile dealer.

VII General Average and Salvage Charges The company, with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

VIII Policy Period, Territory, Purposes of Use This policy applies only to accidents which occur and to direct and accidental losses to the automobile which are sustained during the policy period, while the automobile is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a "described automobile" under Insuring Agreement IV, is owned, maintained and used for the purposes stated as applicable thereto in the declarations.

(Continued on page 3)



**COMBINATION
AUTOMOBILE POLICY
Form XMA-576-A**

Caution: This policy is not valid unless there is attached hereto the original declarations page bearing the signature of an authorized representative of the company.

Home	State	Terr.	Class	Age	Pol. Form	Special	C'k'd
Office							
Use							App'd
Only							

Renewing AC-315322 AC 315375 Branch Code 2 Agency Code 5528

1. Named Insured. Address (No., Street, Town, County, State) • Occupation
 THE SAN ANTONIO ZOOLOGICAL SOCIETY, INC.
 3903 N. St. Mary's Street
 San Antonio, Bexar, Texas 78212
 200

2. From 10-8-67 To 10-8-68 This policy is effective from the first date shown to the second date there shown, 12:01 A.M., Standard Time at the address of the named insured as stated herein.

3. Designation of insured for purposes of Division 2 of coverage C, if required by Insuring Agreement III:

4. Description of the automobile, facts respecting its purchase by the named insured and terms of any encumbrance:

CAR	Rate Class	Year of Model—Trade Name	Model	Body Type; Truck Size; Truck Load Capacity; Tank Gallonage Capacity; or Bus Seating Capacity	Identification Number (I) Serial Number (S) Motor Number (M)	Number of Cylinders
1.		See Schedule 583 Attached				
		Purchased Month, Year	New or Used	F.O.B. List Price or Delivered Price at Factory	Actual Cost When Purchased Including Equipment	Encumbrance
1.				\$	\$	\$
2.				\$	\$	\$

Car 1 — PREMIUMS — Car 2			LIMITS OF LIABILITY	COVERAGES
015	A	\$345	\$100,000. each person	Bodily Injury Liability
012	B	\$223	\$300,000. each accident	Property Damage Liability
018	C	\$	\$10,000. each accident	Automobile Medical Payments
016	D	\$55	\$	Comprehensive
013	E	\$202	Actual Cash Value Less \$50. deductible	Collision or Upset
	F	\$11	\$ACV	Fire, Lightning and Transportation
	G	\$1	\$ACV	Theft (Broad Form)
014	H	\$	\$	Windstorm, Hail, Earthquake or Explosion
014	I	\$11	\$ACV	Combined Additional Coverage
	J	\$	\$25 for each disablement	Towing and Labor Costs
		\$25	Special Charges 65 & 81	
		\$18		
TOTAL 1 & 2 \$891			Symbol numbers of endorsements forming a part of this policy on its effective date 13, 20A, 65, 81, 111C, 111D, 123, 230, 583	

Loss Payee: Any loss under coverages D, E, F, G, H and I is payable as interest may appear to the named insured and

The insurance afforded is only with respect to such of the above coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

6. Use: The purposes for which the automobile is to be used are "pleasure and business," unless otherwise stated herein:

7. If no automobile is described above, the total number of private passenger automobiles owned on the effective date of this policy by the named insured and by his spouse, if a resident of the same household, does not exceed one, unless otherwise stated herein:

8. Unless otherwise stated herein, (a) Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the named insured is the sole owner of the automobile, (b) The automobile will be principally garaged in the above town, county and state, (c) The automobile is unencumbered except as stated in Item 5, (d) During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder. (Absence of entry means "No Exceptions")

Perry & Savage, Ins. Mgrs.
 618 Three A Life Building
 118 Broadway
 San Antonio, Texas 78205

PERRY & SAVAGE



Countersigned by Authorized Representative

AC 31 53 75

**13. FOREIGN MADE AND DISCONTINUED MAKES OF AUTOMOBILES—
LIMITING PHYSICAL DAMAGE COVERAGES**

(Applicable only to such of the coverages of Fire, Theft, Comprehensive, Collision, Windstorm, Hail, Earthquake or Explosion, or Combined Additional Coverage as are defined in the policy and for which insurance is provided.)

This endorsement forms a part of Policy No **AG 31 53 75** issued to **San Antonio Zoological Society, Inc.**

by the **Maryland American General Insurance Company** at its Agency
(Name of Insurance Company)

located (city and state) **San Antonio, Texas** and is effective from **October 8, 1967**
(12 01 A M Standard Time)

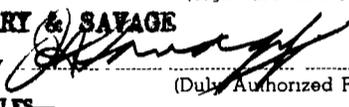
(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

It is agreed that such insurance as is afforded by the policy shall not apply to any expense incurred for communication, transportation or storage, or to any expense resulting from loss of use of the automobile, or to any loss whatsoever, to the extent that the expense or loss arises by reason of the unavailability of stock repair parts or repair service in the vicinity of the place where the loss to the automobile occurs or the stolen automobile is recovered

The San Antonio Zoological Society, Inc.

Acknowledged by _____
(Signature of Named Insured)

PERRY & SAVAGE
By 
(Duly Authorized Representative)

**FORM 13.—FOREIGN MADE AND DISCONTINUED MAKES OF AUTOMOBILES—
LIMITING PHYSICAL DAMAGE COVERAGES.
Texas Standard Automobile Endorsement
Revised April 1, 1955**

20. ADDITIONAL INSURED

This endorsement forms a part of Policy No. _____ issued to _____
by the _____ at its Agency
(Name of Insurance Company)
located (city and state) _____ and is effective from _____
(12 01 A M Standard Time)
(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein
It is agreed that such insurance as is afforded by the policy for bodily injury liability and for property damage liability also applies to

The City of San Antonio, San Antonio, Texas
(Enter name and address of additional insured)

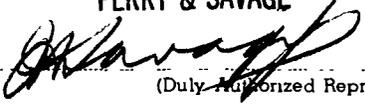
as "insured" as defined in the policy
No liability is assumed by such additional insured for the payment of any premiums stated in the policy or earned thereunder Return premium, if any, shall be paid to the named insured

The named insured is authorized to act for such additional insured(s) in all matters pertaining to this insurance

It is further agreed that in the event of cancelation of the policy by the named insured, the company agrees to mail such additional insured, at the address given above, written notice of such cancelation stating when such cancelation is effective, and, if canceled by the company, written notice will be mailed to such additional insured, at the address given above, stating when not less than ten days thereafter such cancelation shall be effective

Nothing contained herein shall affect any right of recovery as a claimant which the additional insured would have if not designated as such

PERRY & SAVAGE

By  _____
(Duly Authorized Representative)

111C. COMMERCIAL OR PUBLIC AUTOMOBILE—LIMITATION OF USE

This endorsement forms a part of Policy No issued to

by the at its Agency
(Name of Insurance Company)

located (city and state) and is effective from
(12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

It is agreed that such insurance as is afforded by the policy for Fire or fire loss under Comprehensive and for Collision with respect to the automobile classified as "commercial" or "public" applies subject to the following provisions

- 1 The regular and frequent use of the automobile is confined to the area within a radius of the limits of the city or town where the automobile is principally garaged as stated in the Declarations, and as indicated in the Schedule forming a part hereof
- 2 No regular or frequent trips are made by the automobile to any location beyond such radius, and the insurance does not apply if the use of the automobile beyond such radius is other than occasional and infrequent

SCHEDULE

This endorsement applies only to the following entry numbers as shown on the schedule of this policy

Fire or Comprehensive Coverage		Collision Coverage	
50-Mile Radius	150-Mile Radius	50-Mile Radius	150-Mile Radius
Entry No 1, 2, 3, 4		1, 2, 3, 4	

This endorsement is subject to the limits of liability, exclusions, conditions and other terms of the policy which are not inconsistent herewith

By  (Duly Authorized Representative)

111D. COMMERCIAL AUTOMOBILE—LIMITATION OF USE

(Applicable only to such of the coverages of Bodily Injury Liability, Property Damage Liability and Basic Medical Payments to which such limitation of use is applicable, and for which insurance is provided)

This endorsement forms a part of Policy No issued to

by the at its Agency
(Name of Insurance Company)

located (city and state) and is effective from
(12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

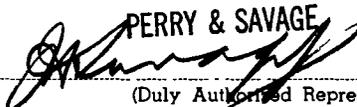
It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability, for Property Damage Liability and for Basic Medical Payments with respect to the automobile described below or designated in the policy as subject to this endorsement applies, subject to the following provisions

- 1 The use of the automobile, except for occasional and infrequent trips, is confined to the area within a radius of the limits of the city or town where the automobile is principally garaged as stated in the Declarations, and as indicated in the Schedule forming a part hereof
- 2 The insurance does not apply with respect to any loss which arises or results directly or indirectly from an accident occurring beyond the indicated radius of the limits of the city or town where the automobile is principally garaged as stated in the Declarations, provided use beyond such radius is other than occasional and infrequent

SCHEDULE

This endorsement applies only to the following entry numbers as shown on the schedule of this policy

Radius from Place of Principal Garaging		
50-Miles or less	Over 50 Miles but not over 150 Miles	Over 150 Miles but not over 300 Miles
Entry No 1, 2, 3, 4		

By  PERRY & SAVAGE
(Duly Authorized Representative)

65. HIRED AUTOMOBILES

This endorsement forms a part of Policy No _____ issued to _____
 by the _____ at its Agency
 (Name of Insurance Company)
 located (city and state) _____ and is effective from _____
 (12 01 A M Standard Time)
 (The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges										
Premium Basis—Cost of Hire										
Types Hired	Locations Where Automobiles Will Be Principally Used	Purposes of Use	Estimated Cost of Hire	Rates Per \$100 Cost of Hire			Advance Premiums			
				Bodily Injury Liability	Property Damage Liability	Basic Medical Payments	Bodily Injury Liability	Property Damage Liability	Basic Medical Payments	
Priv. Pass.	San Antonio, Texas	P & B	If Any	1.200	.840					
Comm.		Cl. 5	If Any	1.600	.770					
Minimum Premiums				Total Advance Premiums			\$ to be	\$	\$	
Bodily Injury Liability		\$ Incl.						Determined		
Property Damage Liability		\$ Incl.								
Basic Medical Payments		\$								

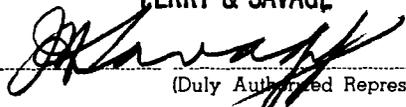
It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability, for Property Damage Liability and for Basic Medical Payments applies with respect to hired automobiles, subject to the following provisions

- 1 **Definitions.** The words "hired automobile" shall mean a land motor vehicle, trailer or semitrailer used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (a) the named insured or (b) an executive officer or partner thereof or (c) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile. The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger, any farm-type tractor, any concrete mixer other than of the mix-in-transit type, any grader, scraper, roller or farm implement, and, if not subject to motor vehicle registration, any other equipment not specified below, which is designed for use principally off public roads. The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise if of the non-crawler type, any power crane or shovel, ditch or trench digger, and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery. The word "automobile" whenever used in the policy, with respect to the insurance afforded under this endorsement, shall include "hired automobile"
- 2 **Application of Insurance.**
 - (a) The Definition of Insured agreement of the policy applies to the insurance afforded under this endorsement except to the owner or any lessee, other than the named insured, of the automobile, or to any agent or employee of such owner or lessee
 - (b) The insurance applies to the maintenance or use, for the purposes stated in the schedule forming a part hereof, of any such hired automobile. The definitions in the policy of "commercial" and "pleasure and business" apply respectively to automobiles of the commercial type and to private passenger automobiles, except as otherwise provided
- 3 **Premium.** The premium basis for this insurance is cost of hire. The premium stated in the schedule is an estimated premium only. Upon termination of the policy, the earned premium for this insurance shall be computed in accordance with the rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid for this insurance, the named insured shall pay the excess to the company, if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis the words "cost of hire" shall mean the amount incurred for (a) the hire of automobiles, including the entire remuneration of each employee of the named insured engaged in the operation of such automobiles subject to an average weekly maximum remuneration of \$100, and for (b) pick-up, transportation or delivery service of property or passengers performed by motor carriers of property or passengers for hire, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each \$100 of "cost of hire" shall be 5% of the applicable hired automobile rates, provided the owner of such hired automobile has purchased automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the named insured on a direct primary basis as respects such automobile and submits evidence of such insurance to the named insured.

The named insured shall maintain records of the information necessary for premium computation on the basis stated in the schedule, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.
- 4 **Inspection and Audit.** The company shall be permitted to inspect the insured automobiles and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of the policy, as far as they relate to the premium basis or the subject matter of this insurance.
- 5 **Other Insurance.** This insurance shall be excess insurance over any other valid and collectible insurance for Bodily Injury Liability, for Property Damage Liability and for Automobile Medical Payments.

PERRY & SAVAGE

By  (Duly Authorized Representative)

81. EMPLOYERS' NON-OWNERSHIP LIABILITY

(Blanket Coverage—Class 1 and Class 2)

This endorsement forms a part of Policy No _____ issued to _____
 by the _____ at its Agency
 (Name of Insurance Company)
 located (city and state) _____ and is effective from _____
 (12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability applies with respect to non-owned automobiles, subject to the following provisions

- 1 **Definitions.** The words "non-owned automobile" shall mean a land motor vehicle, trailer or semi-trailer not owned by, registered in the name of, hired by or loaned to the named insured. The word "automobile" wherever used in the policy, with respect to the insurance afforded under this endorsement, shall include "non-owned automobile"
- 2 **Application of Insurance.**
 - (a) The insurance applies only to (1) the named insured, and (2) any executive officer of the named insured, as insured, except as stated in divisions (a) (1) and (2) of the Definition of Insured agreement of the policy and except with respect to any automobile owned by such officer or by a member of the same household
 - (b) The insurance applies only to the use, by any person other than the named insured, of any non-owned private passenger automobile in the business of the named insured as stated in the declarations, and to the use in such business, by any employee of the named insured, of any non-owned automobile of the commercial type if such use of such automobile is occasional and infrequent
- 3 **Exclusions.**
 - (a) Exclusion (a) of the policy does not apply to the insurance afforded under this endorsement
 - (b) The insurance does not apply to any automobile owned by or registered in the name of a partner, if the named insured is a partnership
- 4 **Other Insurance.** This insurance shall be excess insurance over any other valid and collectible insurance for Bodily Injury Liability and for Property Damage Liability
- 5 **Premium.** The premium basis for this insurance is Class 1 persons and Class 2 employees. The premium stated in the schedule is an estimated premium only. Upon termination of the policy, the earned premium for this insurance shall be computed in accordance with the rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid for this insurance, the named insured shall pay the excess to the company, if less, the company shall return to the named insured the unearned portion paid by such insured.
 When used as a premium basis
 - (1) The words "Class 1 persons" shall mean the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles
 - (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort,
 - (b) all direct agents and representatives of the named insured,
 - (2) The words "Class 2 employees" shall mean all employees, including officers, of the named insured, not included in Class 1 persons
 The named insured shall maintain records of the information necessary for premium computation on the basis stated in the schedule, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct
- 6 **Audit.** The company shall be permitted to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of the policy, as far as they relate to the premium basis or the subject matter of this insurance
- 7 **Declarations.** The named insured declares that the number of persons stated in the schedule as Class 1 persons is the total number of all such persons within the definition of Class 1 persons at the effective date of the policy

SCHEDULE

The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges				
Premium Basis—Class 1 Persons and Class 2 Employees				
Class 1 Persons Total Number by Location	Location of Headquarters	Advance Premiums		
		Bodily Injury Liability	Property Damage Liability	
2	San Antonio, Texas Rates Per Person \$3.07 BI \$1.58 PD	6.14	3.16	
Class 2 Employees Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee		
		Bodily Injury Liability	Property Damage Liability	
68	San Antonio, Texas (33% Discount)	.230	.105	10.48 4.78
Minimum Premiums:		Total Advance Premiums		
Bodily Injury Liability \$	15	\$	17.00	\$
Property Damage Liability \$	6	\$	8.00	\$

PERRY & SAVAGE

By _____
 (Authorized Representative)

230. FAMILY PROTECTION AGAINST UNINSURED MOTORISTS

Automobile Bodily Injury Liability

This endorsement forms a part of Policy No

issued to

by the

(Name of Insurance Company)

at its Agency

located (city and state)

and is effective from

(12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

SCHEDULE

Designation of named insured for purposes of this endorsement (see Insuring Agreement II (a))

Limits of Liability \$ 10,000. each person, \$ 20,000. each accident

The advance premium for this endorsement is \$ 18

Description of Insured Automobiles

Check appropriate box

- Any automobile owned by the principal named insured
- Any private passenger type automobile owned by the principal named insured
- Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- Any automobile designated in the declarations of the policy as subject to this endorsement and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor
- Any automobile described below and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows

INSURING AGREEMENTS

I Damages for Bodily Injury Caused by Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury," sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile, provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company

II Definitions

(a) "insured" means

- (1) the named insured as stated in the policy (herein also referred to as the "principal named insured") and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either,
- (2) any other person while occupying an insured automobile, and
- (3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above

The insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability

(b) "insured automobile" means an automobile

- (1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies,
- (2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction,
- (3) while being operated by a named insured or by his spouse if a resident of the same household,

but the term "insured automobile" shall not include

- (i) an automobile while used as a public or livery conveyance,
- (ii) an automobile while being used without the permission of the owner,
- (iii) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured, or
- (iv) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household

(c) "uninsured automobile" means

- (1) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder, or
- (2) a hit-and-run automobile as defined,

but the term "uninsured automobile" shall not include

- (i) an insured automobile,
- (ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing,
- (iv) a land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle, or
- (v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(SEE REVERSE SIDE FOR FURTHER PROVISIONS)

PERRY & SAVAGE

By

(Duly Authorized Representative)

(d) "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile", (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof, and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident

(e) **Occupying.** The word "occupying" means in or upon or entering into or alighting from

(f) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada

III Policy Period, Territory

This endorsement applies only to accidents which occur on and after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada

EXCLUSIONS

This endorsement does not apply

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor,

(b) to bodily injury to an insured while occupying an automobile (other than an insured automobile) owned by a named insured or any relative resident in the same household, or through being struck by such an automobile, but this exclusion does not apply to the principal named insured or his relatives while occupying or if struck by an automobile owned by an insured named in the schedule or his relatives,

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law

CONDITIONS

1 **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations".

2 **Premium.** If during the policy period the number of insured automobiles owned by the principal named insured or spouse or the number of dealer's license plates issued to the principal named insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company, if less, the company shall return to such named insured the unearned portion paid by such insured

3 **Proof of Claim; Medical Reports.** As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records

4 **Assistance and Cooperation of the Insured.** After notice of claim under this endorsement, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury, and in any action against the company, the company may require the insured to join such person or organization as a party defendant

5 **Notice of Legal Action.** If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative

6 **Limits of Liability.** (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident

(b) Any amount payable under the terms of this endorsement because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by

(1) all sums paid on account of such bodily injury by or on behalf of (i) the owner or operator of the uninsured automobile and (ii) any other person or organization, jointly, or severally liable together with such owner or operator for such bodily injury including all sums paid under the Bodily Injury Liability Coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law

(c) Any payment made under this endorsement to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the Bodily Injury Liability Coverage of the policy

(d) The company shall not be obligated to pay under this Coverage that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments Coverage of the policy

7 **Other Insurance.** With respect to bodily injury to an insured while occupying an automobile not owned by the principal named insured, the insurance under this endorsement shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this Coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance

8 **Arbitration.** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

9 **Trust Agreement.** In the event of payment to any person under this endorsement

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made,

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement,

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights,

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person, in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith,

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision

10 **Payment of Loss by the Company.** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents, provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof

11 **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement

**158K. AMENDMENT OF
FAMILY PROTECTION COVERAGE,
PROTECTION AGAINST UNINSURED MOTORISTS, AND
INSURANCE AGAINST UNINSURED MOTORISTS**

This endorsement forms a part of Policy No **AC-315375** issued to **THE SAN ANTONIO ZOOLOGICAL SOCIETY, INC.**

by the **Maryland American General Insurance Company** at its Agency
(Name of Insurance Company)

located (city and state) **San Antonio, Texas** and is effective from **10-8-67**
(12 01 A M Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

It is agreed that

- 1 The provision in the "Uninsured Motorists" or "Family Protection" coverage insuring agreement, or Coverage—Uninsured Motorists (Damage for Bodily Injury) agreement is amended to read as follows

Provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, may be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration in accordance with the arbitration provision of this policy, or by judicial determination

- 2 The term "uninsured automobile" includes an automobile with respect to which there is a bodily injury liability insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent

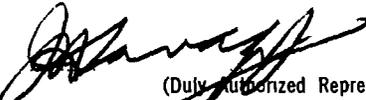
- 3 The arbitration provision is amended to read as follows

"If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile* because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then the matter or matters upon which such person and the company do not agree may, by agreement, be settled by arbitration in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement."

*The words "uninsured highway vehicle" are substituted for "uninsured automobile,"

**The words "a highway vehicle" are substituted for "an automobile"

when this endorsement is used to amend Protection Against Uninsured Motorists Insurance or Insurance Against Uninsured Motorists afforded under Standard Coverage Part

By 
(Duly Authorized Representative)
Perry & Savage Ins. Mgrs. GW/lh 9-14-67

FORM 158K.—AMENDMENT OF
FAMILY PROTECTION COVERAGE,
PROTECTION AGAINST UNINSURED MOTORISTS, AND
INSURANCE AGAINST UNINSURED MOTORISTS
Texas Standard Automobile Endorsement
Prescribed October 1, 1967

EXCLUSIONS

This policy does not apply

- (a) except under Division 2 of coverage C, while the automobile is used as a public or livery conveyance, unless such use is specifically declared and described in this policy,
- (b) under coverages A and B, to liability assumed by the insured under any contract or agreement,
- (c) under coverages A and B, while the automobile is used for the towing of any trailer owned or hired by the insured and not covered by like insurance in the company, or while any trailer covered by this policy is used with any automobile owned or hired by the insured and not covered by like insurance in the company,
- (d) under coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of (1) domestic employment by the insured, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the insured,
- (e) under coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law,
- (f) under coverage B, to injury to or destruction of property owned or transported by the insured, or property rented to or in charge of the insured other than a residence or private garage injured or destroyed by a private passenger automobile covered by this policy,
- (g) under Division 1 of coverage C, to bodily injury to or sickness, disease or death of any employee of the named insured or spouse arising out of and in the course of (1) domestic employment by the named insured or spouse, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (2) other employment by the named insured or spouse,
- (h) under coverage C, to bodily injury to or sickness, disease or death of any person who is an employee of an automobile sales agency, repair

shop, service station, bridge garage or public parking place, if the accident arises out of the operation thereof and if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law,

- (i) under Division 2 of coverage C, to bodily injury to or sickness, disease or death of an insured sustained while in or upon or while entering into or alighting from an automobile owned by any insured,
- (j) to injury, sickness, disease, death or loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, (1) with respect to expenses under Insuring Agreement II (b) (3) or under coverage C, or (2) under coverages D, E, F, G, H, I and J,
- (k) under coverages D, E, F, G, H, I and J
 - (1) if the automobile is or at any time becomes subject to any bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance not specifically declared and described in this policy,
 - (2) to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy,
 - (3) to robes, wearing apparel or personal effects,
 - (4) to tires unless damaged by fire or stolen or unless such loss be coincident with and from the same cause as other loss covered by this policy,
 - (5) to loss due to confiscation by duly constituted governmental or civil authority,
 - (6) while the automobile is used in any illicit trade or transportation,
- (l) under coverages D and G, to loss due to conversion, embezzlement or secretion by any person in possession of the automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance,
- (m) under coverage E, to breakage of glass if insurance with respect to such breakage is otherwise afforded

CONDITIONS

Unless otherwise noted, the Conditions apply to all coverages

1. Notice of Accident—Coverages A, B and C When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses

2. Notice of Claim or Suit—Coverages A and B If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative

3. Limits of Liability—Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident, the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident

4. Limit of Liability—Coverage B The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident

5. Limits of Liability—Coverage C The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person, including each insured, who sustains bodily injury, sickness, disease or death as the result of any one accident

6. Severability of Interests—Coverages A and B The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability

7. Action Against Company—Coverages A and B No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder

8. Action Against Company—Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company

9. Financial Responsibility Laws—Coverages A and B When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use of the automobile during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph

10. Assault and Battery—Coverages A and B Assault and battery shall be deemed an accident unless committed by or at the direction of the insured

11. Medical Reports, Proof and Payment of Claim—Coverage C As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company

12. Named Insured's Duties When Loss Occurs—Coverages D, E, F, G, H, I and J When loss occurs, the named insured shall

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy, reasonable expense incurred in affording such protection shall be deemed incurred at the company's request,
- (b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft, larceny, robbery or pilferage, to the police but shall not, except at his own cost, offer or pay any reward for recovery of the automobile,
- (c) file proof of loss with the company within sixty* days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, the amount of rental or other expense for which reimbursement is provided under this policy, together with original receipts therefor, and the description and amounts of all other insurance covering such property

*TEXAS EXCEPTION—If this policy is issued in, or the insured is a resident of, Texas, or the insurance afforded applies while the automobile is in the State of Texas, the word "sixty" shall read "ninety-one"

Upon the company's request, the named insured shall exhibit the damaged property to the company and submit to examinations under oath by anyone designated by the company, subscribe the same and produce for the company's examination all pertinent records and sales invoices, or certified copies if origi-

nals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate

13. Appraisal — Coverages D, E, F, G, H, I and J If the named insured and the company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the named insured or the company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

14. Limit of Liability, Settlement Options, No Abandonment — Coverages D, E, F, G, H and I The limit of the company's liability for loss shall not exceed either (1) the actual cash value of the automobile, or if the loss is of a part thereof the actual cash value of such part, at time of loss or (2) what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, or (3) the applicable limit of liability stated in the declarations.

The company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the company.

15. Automatic Reinstatement — Coverages D, E, F, G, H and I When the automobile is damaged, whether or not such damage is covered under this policy, the liability of the company shall be reduced by the amount of such damage until repairs have been completed, but shall then attach as originally written without additional premium.

16. Payment for Loss, Action Against Company — Coverages D, E, F, G, H, I and J Payment for loss may not be required nor shall action lie against the company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

17. No Benefit to Bailee — Coverages D, E, F, G, H, I and J The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee liable for loss to the automobile.

18. Assistance and Cooperation of the Insured — Coverages A, B, D, E, F, G, H, I and J The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

19. Subrogation — Coverages A, B, D, E, F, G, H, I and J In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and a secretary and countersigned on the declarations page by a duly authorized representative of the company.


Secretary


President

MEXICO COVERAGE—LIMITED ENDORSEMENT

It is agreed that the coverage provided by the policy to which this endorsement is attached is extended to apply while the automobile insured is being used for occasional trips into that part of the Republic of Mexico lying not more than 25 miles from the boundary line of the United States of America for a period not exceeding 10 days at any one time.

It is agreed that any claim payable under the coverages of Comprehensive, Fire, Theft, Collision or Upset, Windstorm and Combined Additional Coverage of the policy arising or resulting from any loss or damage occurring in such Mexican territory shall be payable in the United States of America, and that in the event of loss or damage which may make necessary the repair of the automobile or replacement of any part or parts thereof, while said automobile is in such Mexican territory, the basis of adjustment of claim for such repairs and/or replacement shall not exceed the cost of such repairs and/or replacement at the nearest point in the United States where such repairs and/or replacement can be made.

20. Other Insurance — Coverages A, B, D, E, F, G, H, I and J If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss, provided, however, under coverages A and B the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible insurance.

21. Other Insurance — Coverage C Under Division 1 of coverage C, the insurance with respect to temporary substitute automobiles under Insuring Agreement IV or other automobiles under Insuring Agreement V shall be excess insurance over any other valid and collectible automobile medical payments insurance.

Under Division 2 of coverage C, the insurance shall be excess over any other valid and collectible automobile medical payments insurance available to an insured under any other policy.

22. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

23. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon, if, however, the named insured shall die, this policy shall cover (1) the named insured's spouse, if a resident of the same household at the time of such death, and legal representative as named insureds, and (2) under coverages A and B, subject otherwise to the provisions of Insuring Agreement III, any person having proper temporary custody of the automobile, as an insured, and under Division 1 of coverage C while the automobile is used by such person, until the appointment and qualification of such legal representative, provided that notice of cancellation addressed to the insured named in Item 1 of the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

24. Cancellation This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

25. Terms of Policy Conformed to Statute Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

26. Declarations By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this endorsement to be signed by its president and a secretary.


Secretary


President

EXCESS THIRD PARTY LIABILITY POLICY



INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW (A stock insurance company, herein called the company) Continental Center/310 S Michigan Ave /Chicago, Ill 60604

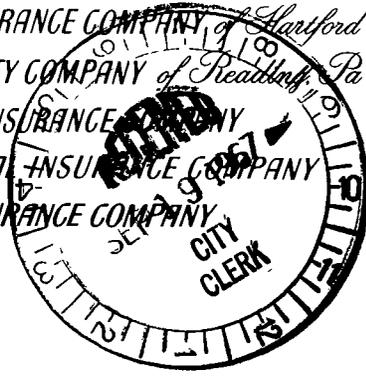
Item 1

AGENCY NO		DECLARATIONS		POLICY NUMBER	
031610		RDX	040	913 41 56	

NAMED INSURED & ADDRESS (Number & Street, Town, County & State)

THE CITY OF SAN ANTONIO, TEXAS AND THE SAN ANTONIO BOTANICAL SOCIETY, INC. 3040 ST MARK'S STREET SAN ANTONIO, TEXAS

2 Policy Period (hereinafter called "this policy period") 12 01 A M , STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN
 AUGUST 1, 1967 To AUGUST 1, 1968

- CONTINENTAL CASUALTY COMPANY
 - NATIONAL FIRE INSURANCE COMPANY of Hartford
 - AMERICAN CASUALTY COMPANY of Reading Pa
 - TRANSPORTATION INSURANCE COMPANY
 - TRANSCONTINENTAL INSURANCE COMPANY
 - VALLEY FORGE INSURANCE COMPANY
- 

COPY OF THE EXCESS THIRD PARTY LIABILITY POLICY FORM G-40219-A

3 Schedule of Underlying Insurance Insurer and Policy Number
 HANGLAND AMERICAN GENERAL INS. CO. POLICY # 205748 (9-1-67/68)

4 Limits of Liability The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto

COLUMN I	IN EXCESS OF	COLUMN II	COLUMN III	
Company Limits		Underlying Limits	Total Limits	Coverage
\$ NOT	Each Person	\$ NOT	\$	A Bodily Injury Automobile
\$ COVERED	Each Occurrence	\$ COVERED	\$	
\$ 275,000	Each Person	\$ 25,000	\$ 300,000	B Bodily Injury Except Automobile
\$ 425,000	Each Occurrence	\$ 50,000	\$ 500,000	
\$ 125,000	Aggregate	\$ 50,000	\$ 200,000	
\$ NOT COVERED	Each Occurrence	\$ NOT COVERED	\$	C Property Damage Automobile
\$ NOT	Each Occurrence	\$	\$	D Property Damage Except Automobile
\$ COVERED	Aggregate	\$	\$	
\$	Each Occurrence	\$	\$	E Combined Single Limit Bodily Injury and Property Damage
\$	Aggregate	\$	\$	F Other

5 Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
FLAT CHARGE			\$00.00

Deposit Premium \$ 500.00 on effective date of policy Minimum Premium \$ 500.00 Annual Policy term

Audit Period NIL

Countersigned by [Signature] Licensed Resident Agent

DEFENSE COVERAGE ENDORSEMENT

In consideration of the premium set forth herein, it is agreed that this policy is extended to include the following

- 1 In the event of the cessation of the obligation of all underlying insurers either to investigate and defend the insured or to indemnify the insured or to pay on behalf of the insured the costs and expenses of investigating and defending the insured, then the company shall either
 - (a) assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy, or
 - (b) indemnify the insured for the reasonable costs and expenses of investigating and defending suits seeking damages otherwise covered under this policy,
 whichever the company may elect

However, nothing contained herein shall be construed as affording coverage for the office expenses of the insured, the salaries and expenses of employees of the insured or the general retainer fees of counsel retained by the insured

- 2 As soon as the insured has information that the obligation of all underlying insurers to either investigate and defend, indemnify or pay on behalf of the insured the costs and expenses of investigating and defending the insured has or will cease, the insured shall immediately give written notice to the company Upon receipt of such notice the company will, within a reasonable time, elect and notify the insured of its decision

- 3 The additional obligations assumed by the company under the terms of this endorsement are included in, and not in addition to, the applicable limit of the company's liability

- 4 The last sentence in the definition of **loss** in the policy form is deleted The last sentence in Condition 2, "Notice of Loss, Participation in Defense by company" is deleted and replaced by the following

"When the company elects to proceed in accordance with provision 1(a) of this endorsement, the company shall assume the duty of investigating and defending the insured against suits seeking damages otherwise covered under this policy and shall have the right to make any settlement of any suit as it deems expedient At all other times the company shall still have the right, but only if it so elects, to participate in the investigation, settlement, trial, appeal or other defense of any claim or suit against the insured"

- 5 The additional premium for this endorsement is **INCLUDED**

This endorsement forms a part of and is for attachment to the following described policy issued by the CONTINENTAL NATIONAL AMERICAN GROUP company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT NO	POLICY NO	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
1	RDX 040-913 41 56	THE CITY OF SAN ANTONIO, TEXAS & THE SAN ANTONIO ZOOLOGICAL SOCIETY, INC.	8-1-67



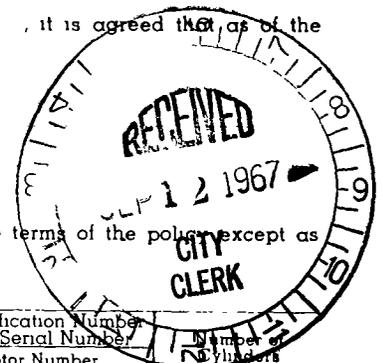
Countersigned by *[Signature]*
 Licensed Resident Agent
PERRY & SAVAGE 040-031610

1. ADDITION, SUBSTITUTION, OR ELIMINATION OF AUTOMOBILE
(ALL COVER FORM)

This endorsement forms a part of Policy No **AC-302722** issued to **THE SAN ANTONIO ZOOLOGICAL SOCIETY, INC.**
by the **Maryland American General Insurance Company** at its Agency
(Name of Insurance Company)
located (city and state) **San Antonio, Texas** and is effective from **9-6-67**
(The information above is required only when this endorsement is issued subsequent to preparation of the policy)
(12 01 A M Standard Time)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein

In consideration of **Additional** premium of \$ **9** it is agreed that, as of the
(Additional—Return)
effective date hereof the policy is hereby amended in the following particulars



Automobile Added

Division I

To afford insurance with respect to the automobile described in this Division, subject to all the terms of the policy except as specifically amended herein

Description of the Automobile and Facts Respecting its Purchase by the Named Insured

Year of Model	Trade Name	Model	Body Type, Truck Size, Tank Gallonage Capacity or Bus Seating Capacity	Identification Number or Serial Number	
				Motor Number	Number of Cylinders
1951	Chevrolet 1/2 Ton Pickup			I or M	9-2000-2096

F O B List Price or Delivered Price at Factory	Actual Cost When Purchased Including Equipment	Purchased		The automobile is unencumbered unless otherwise stated herein		
		Month, Year	New or Used	Encumbrance	Installation Payments	Due Date and Amount of Final Installment
Rating Symbol		M			Number	Amount of Each
\$	\$	Y		\$	\$	\$

The automobile will be principally garaged in the Town, County and State shown in the address of the insured in the policy, unless otherwise stated herein

The purposes for which the automobile is to be used are

The following endorsements attached to this policy are applicable to this endorsement

Any loss under coverages of comprehensive, collision or upset, fire, theft, windstorm, and combined additional coverage is payable as interest may appear to the named insured and

(Name and Address)

Automobile Eliminated

Division II

To discontinue insurance with respect to the automobile described in this Division

Year of Model	Trade Name	Model	Identification Number	Serial Number	Motor Number

Division III

The insurance afforded for the added automobile is only with respect to such and so many of the following coverages as are indicated by an additional or return premium or the words "no charge" in the premium column. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto

6.8 COVERAGES	LIMITS OF LIABILITY	PREMIUMS		
		Annual	Additional	Return
Bodily Injury Liability	\$100,000. each person \$200,000. each accident	\$ 77	\$ 5	\$
Property Damage Liability	\$ 10,000. each accident	53	4	
Basic Medical Payments	\$ each person			
Comprehensive (Loss of or damage to the automobile, except by Collision or Upset but including Fire, Theft and Windstorm)	\$			
Collision or Upset	Actual Cash Value less deductible			
Convertible Collision or Upset	Actual Cash Value			
Fire, Lightning and Transportation	\$ 250.	6	Waived	
Theft (Broad Form)	\$ 250.	1	Waived	
Theft (Deductible Form)	\$			
Windstorm, Hail, Earthquake or Explosion	\$			
Combined Additional Coverage	\$ 250.	6	Waived	
Towing and Labor Costs	\$25 for each disablement			
Special Charge for as per endorsement attached				
	Totals	\$	\$9	\$

Note: If automobile is eliminated and no automobile is substituted therefor in Division I, return premiums for the automobile eliminated are to be stated in the premiums column

By *[Signature]*
Duty Authorized Representative
Ferry & Sledge

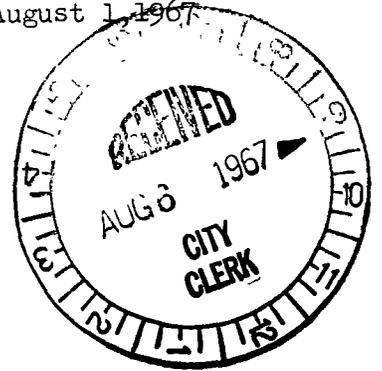
09/12 9-7-67



BEXAR COUNTY
National **BANK**
14283
OF SAN ANTONIO

ERNEST A. BAETZ
PRESIDENT

August 1, 1967



Mr. J. Hamilton Savage Jr.
Three A Life Building
San Antonio, Texas

Dear Ham:

Enclosed is a resolution covering our meeting the other day. If it fills the bill forward it on to Jake Inselmann, City Clerk. If you have any changes to suggest let me know and I will prepare one differently. You will note I did not mention anything about the interim period as I did not understand that this should be mentioned.

Sincerely

E.A. Baetz

EAB/mm
enclosure

Mailed to Henschel 2 Aug 67
[Signature]



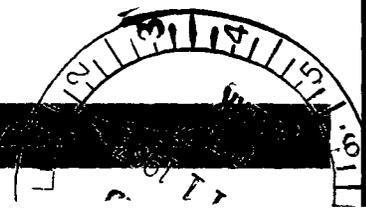
San Antonio, Texas
July 31, 1967

I hereby Certify that upon motion made by Mr. Joe Straus Sr., seconded by Mr. John Newman, the following resolution was unanimously adopted by the members of the Executive Committee of the San Antonio Zoological Society, Inc. at a special meeting, at which a quorum was present, held on July 31, 1967 in the office of the San Antonio Zoological Society, Inc. 3903 N. St. Mary's Street, San Antonio, Texas :

"RESOLVED, that the fiscal year for the operation of the Society shall be changed from August 1st to July 31st, inclusive, of each year to October 1st to September 30th, inclusive, of each year beginning on October 1, 1967, and that proper notice of this change be furnished the City of San Antonio.


Secretary

POLICY PROVISIONS - PART A
GENERAL LIABILITY - AUTOMOBILE



MARYLAND AMERICAN GENERAL LIABILITY

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

POLICY PROVISIONS - PART A
GENERAL LIABILITY - AUTOMOBILE

THE MARYLAND AMERICAN COMPANY

PERRY & SAVAGE
General Insurance Agents

Insurance & Surety Bonds

618 Three A Life Bldg

CApitol 7-9238
San Antonio Texas 78205

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability

- (a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon,
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of

- liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds,
- (c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies,
- (d) reasonable expenses incurred by the **insured** at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request

DEFINITIONS

When used in this policy (including endorsements forming a part hereof)

"**automobile**" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**,

"**bodily injury**" means bodily injury, sickness or disease sustained by any person,

"**collapse hazard**" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**,

"**completed operations hazard**" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times

- (1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- (a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations",

"**damages**" includes damages for death and for care and loss of services resulting from **bodily injury** and damages for loss of use of property resulting from **property damage**;

"**elevator**" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet,

"**explosion hazard**" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard**, or (4) for which liability is assumed by the **insured** under an **incidental contract**,

"**incidental contract**" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in

connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement,

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability,

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment,

"named insured" means the person or organization named in Item 1. of the declarations of this policy,

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold,

"occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured,

"policy territory" means

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory,

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others,

"property damage" means injury to or destruction of tangible property,

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

CONDITIONS

1. **Premium** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. **Inspection and Audit** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

01

IF TERM CODES ARE NOT THE SAME, PUNCH ONE CARD FOR THE AUTOMOBILE COVERAGE UNDER TERM CODE 01, AND ANOTHER CARD FOR THE LIABILITY COVERAGE UNDER TERM CODE 03

COMPREHENSIVE GENERAL LIABILITY - AUTOMOBILE

THE MARYLAND AMERICAN GENERAL GROUP

Renewal of 02-29-66, New

803768

31 = MARYLAND CASUALTY COMPANY
 NO = NORTHERN INSURANCE COMPANY OF N Y
 05 = MARYLAND AMERICAN GENERAL INS CO
 02 = NATIONAL STANDARD INSURANCE CO

COMMISSION PERCENTAGE			
201	301	740	
203	303	745	
LIA	CHECKED	APPROVED	RECORDING DEPT ORIG PREM
			ACC. PREV. DEPT INSP. CARD WRITTEN
AUTO			DATE

803768

Item 1. **Named Insured and Address** (No., Street, Town or City, County, State and Zip Code)
THE MARYLAND AMERICAN GENERAL GROUP, INC.
 300 E. St. Mary's Street
 San Antonio, Texas, Texas 78212

Item 2. **Policy Period**
 From 8-1-67 To 8-1-68 12:01 A.M., standard time at the address of the **named insured** as stated herein

The **named insured** is INDIVIDUAL PARTNER SHIP CORPORATION JOINT VENTURE OTHER
 BO or G.A. CODE 7000
 AGENT 3339 Perry & Savage, Inc. - Hqs., San Antonio BUSINESS OF INSURED See

Item 3. The insurance afforded is only with respect to such of the following Parts and Coverages therein as are indicated by specific premium charge(s). The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of the policy having reference thereto

COVERAGES	LIMITS OF LIABILITY			ADVANCE PREMIUM	
	EACH PERSON	EACH OCCURRENCE	AGGREGATE		
GENERAL LIABILITY COVERAGE PARTS COMPREHENSIVE GENERAL LIABILITY	BODILY INJURY LIABILITY	\$ 25,000.	\$ 50,000.	301 \$ 1,000	
	PROPERTY DAMAGE LIABILITY		\$ 5,000.	303 \$ 200	
CONTRACTUAL LIABILITY	CONTRACTUAL BODILY INJURY LIABILITY	\$	\$	301 \$	
	CONTRACTUAL PROPERTY DAMAGE LIABILITY		\$	303 \$	
PREMISES MEDICAL PAYMENTS	EACH PERSON	EACH ACCIDENT	a) PREMISES AND OPERATIONS b) ELEVATORS	301 \$ 500	
PERSONAL INJURY LIABILITY	(SEE COVERAGE PART FOR COVERAGES AND LIMITS OF LIABILITY)			301 \$	
STOREKEEPER'S LIABILITY				301 \$	
COMPREHENSIVE PERSONAL INSURANCE				301 \$	
FARMER'S COMPREHENSIVE PERSONAL INSURANCE				301 \$	
AUTOMOBILE COVERAGE PARTS COMPREHENSIVE AUTOMOBILE LIABILITY	BODILY INJURY LIABILITY	\$	\$	201 \$	
	PROPERTY DAMAGE LIABILITY		\$	203 \$	
AUTOMOBILE MEDICAL PAYMENTS	\$			201 \$	
PROTECTION AGAINST UNINSURED MOTORISTS	EACH PERSON	EACH ACCIDENT	PROPERTY DAMAGE IF ANY SEE ENDORSEMENT ATTACHED	201 \$	
AUTOMOBILE PHYSICAL DAMAGE	COLLISION	(SEE COVERAGE PART FOR COVERAGES AND LIMITS OF LIABILITY)			740 \$
	PHYSICAL DAMAGE - OTHER THAN COLLISION				745 \$
GARAGE INSURANCE				SEE COV PART \$	
FORM NUMBERS OF AND PREMIUM FOR ENDORSEMENTS ATTACHED TO POLICY AT ISSUE <u>1, 3007, 3008, 3067, 3078</u>				\$	
(FOR COMPANY RECORDS ONLY) FORM NUMBERS OF APPLICABLE COVERAGE PARTS NOT ATTACHED TO HOME OFFICE COPY <u>3339, 3340</u>					

TOTAL ADVANCE PREMIUM ▶ \$ 1,000

ADDITIONAL DECLARATIONS	AUTOMOBILE MEDICAL PAYMENTS Designation of Automobiles - Division 1	PROTECTION AGAINST UNINSURED MOTORISTS. Description of Insured Highway Vehicles
<input type="checkbox"/> Any owned automobile	<input type="checkbox"/> Any hired automobile	<input type="checkbox"/> Any automobile owned by the named insured.
<input type="checkbox"/> Any licensed owned private passenger automobile		<input type="checkbox"/> Any private passenger automobile owned by the named insured.
<input type="checkbox"/> Any non-owned automobile		<input type="checkbox"/> Any highway vehicle to which are attached dealer's license plates issued to the named insured.
<input type="checkbox"/> Any automobile described in the schedule for which a specific premium charge is made for Medical Payments		<input type="checkbox"/> Any mobile equipment owned or leased by and registered in the name of the named insured.
<input type="checkbox"/> Other		<input type="checkbox"/> Any highway vehicle designated in the schedule for which a specific premium charge is indicated for Uninsured Motorists and a highway vehicle ownership of which is acquired during the policy period by the named insured as a replacement thereof
<input type="checkbox"/> Designated Person Insured (SEE ENDORSEMENT ATTACHED)		<input type="checkbox"/> Other
		Designated Insured

Item 4. During the past three years no insurer has cancelled insurance issued to the **named insured**, similar to that afforded hereunder, unless otherwise stated herein

PERRY & SAVAGE

Countersigned By [Signature] AUTHORIZED REPRESENTATIVE

PASTE ALL ENDORSEMENTS ON REVERSE SIDE

(31) 803768

CASUALTY DIVISION

Special Endorsement No 1

It is agreed that effective _____, 12 01 A M, Policy No _____

issued to _____
(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

is amended as herein specifically stated but not otherwise

WAIVER OF IMMUNITY ENDORSEMENT

It is hereby understood and agreed that in any claim or suit for damages covered by the policy, the company will not, except upon written request of the insured by its duly authorized officer, deny liability of the insured through the use of the defense of immunity because the insured is a municipal organization.

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein In witness whereof, the Company designated in the Declarations has caused this endorsement to be signed by its Secretary

THE MARYLAND AMERICAN GENERAL GROUP
MARYLAND AMERICAN GENERAL INSURANCE COMPANY
AMERICAN GENERAL INSURANCE COMPANY
NATIONAL STANDARD INSURANCE COMPANY

Raymond S. Mank
Secretary

- 31 = MARYLAND CASUALTY COMPANY, BALTIMORE, MARYLAND A STOCK COMPANY
- NO = NORTHERN INSURANCE CO. OF N.Y., NEW YORK, NEW YORK A STOCK COMPANY
- 05 = MARYLAND AMERICAN GENERAL INS. CO., HOUSTON, TEXAS A STOCK COMPANY
- 02 = NATIONAL STANDARD INSURANCE CO., HOUSTON, TEXAS A STOCK COMPANY

COMPREHENSIVE GENERAL LIABILITY INSURANCE SCHEDULE

THE MARYLAND AMERICAN GENERAL GROUP

DESCRIPTION OF HAZARDS	CODE NO. TERR GRP	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises - Operation Location of all premises owned by, rented to or controlled by named insured (ENTER SAME IF SAME AS ITEM 1 OF DECLARATIONS) See Schedule		a. Area (Sq. Ft.) b. Remuneration c. Other Applicable Basis	Per 100 Sq. Ft. of Area Per \$100 of Remuneration Basis upon which rate applies		1111	212
Elevators (Number of Premises) # of Elevators: 4	4	Number Insured	Per Elevator			
Independent Contractors # of Contractors: 6	6	Cost	Per \$100 of Cost			
Completed Operations Receipts: 7	7	Receipts	Per \$1,000 of Receipts			
Products Sales: 1172 1173	7	Sales	Per \$1,000 of Sales		11 (auto)	5 (auto)
Part occupied by named insured Interest of named insured in such premises: <input type="checkbox"/> OWNER <input type="checkbox"/> GENERAL LESSEE <input checked="" type="checkbox"/> TENANT					TOTAL ADVANCE PREMIUMS 1198	217

OTHER _____ 301 303

LISTING OF CLASSIFICATIONS THE CODE NUMBERS OF WHICH INCLUDE THE SYMBOLS X, U, CU

- Alcohol Mfg. #2471 x
 Anhydrous Ammonia Distributing #3497S x
 Asphalt or Tar Distilling or Refining #2471 x
 Building Raising or Moving #3451S xc
 Caisson Work #3438 xcu and 3470 xcu
 Calcium Carbide Mfg. #2471 x
 Carbonic Acid Gas Mfg. #2471 x
 Charcoal Mfg. #2471 x
 Chemical Mfg. #2471 x
 Clay or Shale Digging #2483 x
 Cofferdam Work #3438 xcu
 Conduit Construction #6325 xcu
 Contractors Equipment — all types, except hoist or material hoists — rented to others with operators #3478 xcu, 3758 cu, 3482 xu and 3477 u
 Corn Products Mfg. #2014 x
 Cottonseed Oil Mfg. #2471 x
 Creosote Mfg. #2471 x
 Dextrine Mfg. #2014 x
 Distillation — Wood #2471 x
 Dye Mfg. #2471 x
 Electric Light or Power Cos. #7539 xcu
 Electric Light or Power Co-op — REA #7540 xc
 Electric Light or Power Line Construction — REA #7529 xc
 Electric Light or Power Line Construction #3448 xcu
 Excavation NOC #3470 xcu
 Explosives or Ammunition Mfg. #3453 sx
 Feed Mfg. — livestock #2014 x
 Fireworks Mfg. #3453S x
 Gas Companies — natural gas #7502S xcu
 Gas Works — NOC #7500S xcu
 Gas Dealers LPC #3487S x
 Gas Distributing — LPG #3486S xcu
 Gas Mains or Connections Construction #3449 xcu
 Gas Pipe Line Construction #6233 xcu
 Gas Pipe Line Operations #7505S x
 Gasoline or Oil Dealers #8350 x
 Geophysical Exploration — seismic #8606 x
 Grading of Land #6041 xcu
 Grain Elevator Operation #2485 x
 Grain Milling #2014 x
 Iron or Steel Erection — subways #6254 xcu
 Irrigation or Drainage Systems Construction #6229 xcu
 Lacquer Mfg. #3469 x
 Landscape Gardening #6041 xcu
 Lime Mfg. #2483 x
 Magnesium Metal Mfg. #3488 x
 Milling Grain #2014 x
 Mining #2483 x and 2474 x
 Oil or Gas Pipe Line Construction #6233 xcu
 Oil or Gasoline Dealers #8350 x
 Oil Mfg. — Solvent process #2471 x
 Oil Pipe Lines — operations #7515s x
 Oil Refining #4740 x
 Oxygen or Hydrogen Mfg. #2471 x and #4634 x
 Paint Mfg. #3469 x
 Pile driving #3470 xcu and #3430 cu
 Plumbing #3434 u
 Pneumatic Tube Operations #7620 u
 Projectile or shell charging or loading #3453S x
 Pyroxylin Mfg. #2471 x
 Pyroxylin plastic goods mfg. #2454 x
 Quarries #2483 x
 R. R. Construction NOC #3444 x
 Plastics Mfg. #2471 x
 Salvage operations #3451S xc
 Sand or Gravel Digging #3483 x
 Septic Tank Installation #3434 u
 Sewer Construction #3449 xcu
 Shaft sinking #3438 xcu
 Slate splitting #2483 x
 Spiritous Liquors Mfg. #2471 x
 Starch Mfg. #2014 x
 Steam Heating or Power Cos. #7570 xcu
 Steam Mains Construction #3449 xcu
 Stone Crushing #2483 x
 Street or Road Paving or Construction #5506 xcu and 3450 xcu
 Subway Construction #6254 xcu
 Sulphur Refining #2471 x
 Synthetic Rubber Mfg. #3489 x
 Telephone Cos. #7603 u
 Telephone Line Construction #3448 xcu
 Tunneling #3438 xcu
 Turpentine or Resin Distillation #2471 x
 Underpinning Bldgs or Structures #3451S xc
 Varnish Mfg. #3469 x
 Water Mains Construction #3449 xcu
 Waterworks #7520 xcu
 Welding or Cutting #3428 x
 Whiskey Mfg. #2471 x
 Wrecking #5697 xc and 3451S xc

DESCRIPTION OF TERMS USED AS PREMIUM BASES

"ADMISSIONS" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes

"COST" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials, and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

"RECEIPTS" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and include taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

"REMUNERATION" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

"SALES" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

05 31-00768

31 OR 50 = MARYLAND CASUALTY COMPANY
BALTIMORE, MARYLAND 21203 A STOCK COMPANY
NO = NORTHERN INSURANCE CO OF N Y
NEW YORK, NEW YORK 10038 A STOCK COMPANY
05 = MARYLAND AMERICAN GENERAL INS CO
HOUSTON, TEXAS 77001 A STOCK COMPANY
02 = NATIONAL STANDARD INSURANCE CO
HOUSTON, TEXAS 77001 A STOCK COMPANY

**GENERAL LIABILITY SCHEDULE
- SUPPLEMENT -**

THE MARYLAND AMERICAN GENERAL GROUP

DESCRIPTION OF HAZARDS (Indicate whether Premises - Operations, Elevators, Etc)	CODE NO.		PREMIUM BASES	RATES		ADVANCE PREMIUM	
	TERR	GRP		BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES:			a) Area	a) Per 100 Sq. Ft. of Area			
			b) Enumeration	b) Per \$100 of remuneration			
			c) Number	c) Each			
Some - listed are:							
Ice		0301A8	Flat Charge	387.40	52.00	387	52
Elephant Ride		0301B2	Flat Charge	92.97	15.60	93	16
Lightening Automobiles - 30 Passenger		0301A8	c) 1/4	131.72	26.00	527	204
Wading machines - automatic		0305	c) 1/4	.161	.031	2	0
Stores-retail -E.O.G. No. 1		0195	a) 300	1.596	.062	13 (min)	5 (min)
No. 2		0195	a) 100	1.596	.062	13 (min)	5 (min)
Stores-retailment stands-not restaurants no handling or packaging-serving beverages or food for consumption on the premises							
No. 1		0195	a) 1344	2.710	.104	26	10 (min)
No. 2		0195	a) 120	2.700	.104	20 (min)	10 (min)
No. 3		0195	a) 84	2.710	.104	20 (min)	10 (min)
						1111	212

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE**

PRODUCTS HAZARD REDEFINED

This endorsement forms a part of POLICY NO.
Issued to
And is effective on and after

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth

It is agreed that with respect to **bodily injury** or **property damage** arising out of the **named insured's products** manufactured, sold, handled or distributed

- (1) on, from or in connection with the use of any premises described in this endorsement, or
- (2) in connection with the conduct of any operation described in this endorsement, when conducted by or on behalf of the **named insured**,

the definition of "**products hazard**" is amended to read as follows

"**products hazard**" includes **bodily injury** and **property damage** arising out of (a) the **named insured's products** or (b) reliance upon a representation or warranty made with respect thereto, but only if the **bodily injury** or **property damage** occurs after physical possession of such products has been relinquished to others,

Description of Premises and Operations:

All Premises & Operations classified as:

Restaurants

PERRY & SAVAGE



Authorized Representative

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

Lia 3478 ★ Ed 10-1-66 T PRINTED IN U.S.A. G 611
Products Hazard Redefined

Instruction

This endorsement is to be used for any Products classification which also includes within the Products Hazard bodily injury or property damage arising out of the named insured's products which occurs on premises owned by or rented to the named insured

This endorsement modifies the provisions of the policy relating to **ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN AUTOMOBILE LIABILITY, AUTOMOBILE MEDICAL PAYMENTS AND GARAGE INSURANCE.**

EXPERIENCE RATING MODIFICATION—TEXAS

This endorsement forms a part of POLICY NO.
Issued to
And is effective on and after

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth

It is agreed that the premium rates for this insurance are subject to modification as of the Rating Date and, if this policy is written for three years, the next two anniversary dates of the Rating Date, the modification in each case to be in accordance with the Manual Rules, and General Liability Experience Rating Plan approved for Texas and in effect as of such dates

Rating Date. (If no date is entered herein, the Rating Date shall be the effective date of the policy)

Experience Rating - 14

PERRY & SAVAGE



Authorized Representative.

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

Lia 3467. ★ Ed 10-1-66 T PRINTED IN U.S.A. G 506
Experience Rating Modification—Texas

Instruction

Use on three year policies whether or not the Rating Date is the same as the effective date and on one year policies when the Rating Date is different from the effective date or when the policy is issued before the modification is available.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE**

**ADDITIONAL INSURED
(Premises Leased to the Named Insured)**

This endorsement forms a part of		Issued to				And is effective on and after					
Policy No											
Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth.											
BRANCH OFFICE OR GENERAL AGENT				AGENT OR BROKER				Subject to Audit			
								M	Q	SA	A
TRANS.	BO/GA CODE	AGT/BROKER CODE	TERM CODE	EFF DATE	EXP DATE	ST CODE	PART DIV	FIRE DIST	COMM RATE		
The information herein contained is required only when this endorsement is issued subsequent to preparation of the policy.											

It is agreed that the "Persons Insured" provision is amended to include as an **insured** the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the **named insured**, and subject to the following additional exclusions:

The insurance does not apply.

1. to any **occurrence** which takes place after the **named insured** ceases to be a tenant in said premises,
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Premiums	Property Damage Liability
3903 E. St. Mary's St. San Antonio, Texas	City of San Antonio, Texas	Incl.	301	Incl. 303

PERRY & SAVAGE



Authorized Representative

- MARYLAND CASUALTY COMPANY
- NORTHERN INSURANCE COMPANY OF NEW YORK
- ASSURANCE COMPANY OF AMERICA
- MAINE BONDING AND CASUALTY COMPANY
- MARYLAND AMERICAN GENERAL INSURANCE CO.
- NATIONAL STANDARD INSURANCE COMPANY

Lia 3408 ★ Ed 10-1-66 T PRINTED IN U.S.A. G 109
Additional Insured (Premises Leased to the Named Insured)

Instruction

This endorsement is to be used to afford insurance to the lessor of premises, classified and rated in accordance with the provisions of the Owners', Landlords' and Tenants' Manual, in which the named insured is a tenant

PREMIUM DISCOUNT ENDORSEMENT - TEXAS

(General Liability Insurance)

This endorsement forms a part of POLICY NO

Issued to

And is effective on and after

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the policy, except as hereinafter set forth

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure

1. **Texas General Liability Standard Premium** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium
2. **Total Standard Premium for All States.** The General Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 5 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium
3. **Premium Discount—Texas**
 - (a) **For policy periods of one year or less—**The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of "Texas Premium Discounts (General Liability)".
 - (b) **For policy periods of more than one year—**The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period
 - (c) **If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating**

4. PREMIUM DISCOUNT TABLES - GENERAL LIABILITY - TEXAS

Premium*	Premium Disc.								
1000	.0	2203	4.8	6891	9.6	23025	14.4	55684	19.2
1006	.1	2260	4.9	6993	9.7	24206	14.5	56809	19.3
1018	.2	2320	5.0	7098	9.8	25514	14.6	57980	19.4
1030	.3	2384	5.1	7207	9.9	26972	14.7	59200	19.5
1042	.4	2451	5.2	7318	10.0	28607	14.8	60474	19.6
1055	.5	2522	5.3	7434	10.1	30075	14.9	61803	19.7
1068	.6	2598	5.4	7552	10.2	30400	15.0	63192	19.8
1081	.7	2677	5.5	7675	10.3	30733	15.1	64644	19.9
1095	.8	2762	5.6	7802	10.4	31072	15.2	66165	20.0
1109	.9	2853	5.7	7933	10.5	31419	15.3	67760	20.1
1123	1.0	2950	5.8	8069	10.6	31775	15.4	69433	20.2
1138	1.1	3053	5.9	8209	10.7	32138	15.5	71190	20.3
1153	1.2	3164	6.0	8354	10.8	32509	15.6	73039	20.4
1168	1.3	3284	6.1	8505	10.9	32889	15.7	74987	20.5
1184	1.4	3412	6.2	8661	11.0	33279	15.8	77042	20.6
1200	1.5	3552	6.3	8823	11.1	33677	15.9	79212	20.7
1217	1.6	3703	6.4	8991	11.2	34085	16.0	81508	20.8
1235	1.7	3867	6.5	9166	11.3	34504	16.1	83941	20.9
1252	1.8	4047	6.6	9347	11.4	34932	16.2	86524	21.0
1271	1.9	4244	6.7	9536	11.5	35372	16.3	89270	21.1
1289	2.0	4462	6.8	9732	11.6	35822	16.4	92197	21.2
1309	2.1	4703	6.9	9937	11.7	36284	16.5	95323	21.3
1329	2.2	4972	7.0	10151	11.8	36759	16.6	98667	21.4
1349	2.3	5049	7.1	10374	11.9	37246	16.7	102255	21.5
1371	2.4	5103	7.2	10607	12.0	37745	16.8	106114	21.6
1392	2.5	5159	7.3	10851	12.1	38259	16.9	110275	21.7
1415	2.6	5216	7.4	11106	12.2	38787	17.0	114776	21.8
1439	2.7	5274	7.5	11374	12.3	39329	17.1	119660	21.9
1463	2.8	5334	7.6	11655	12.4	39887	17.2	124978	22.0
1488	2.9	5395	7.7	11950	12.5	40461	17.3	130791	22.1
1514	3.0	5457	7.8	12260	12.6	41052	17.4	137171	22.2
1540	3.1	5521	7.9	12587	12.7	41660	17.5	144206	22.3
1568	3.2	5586	8.0	12932	12.8	42286	17.6	152000	22.4
1597	3.3	5653	8.1	13296	12.9	42932	17.7	160686	22.5
1627	3.4	5722	8.2	13682	13.0	43597	17.8	170425	22.6
1658	3.5	5792	8.3	14090	13.1	44284	17.9	181420	22.7
1690	3.6	5864	8.4	14524	13.2	44992	18.0	193932	22.8
1723	3.7	5938	8.5	14985	13.3	45724	18.1	208297	22.9
1758	3.8	6013	8.6	15476	13.4	46480	18.2	224960	23.0
1794	3.9	6091	8.7	16000	13.5	47261	18.3	244522	23.1
1832	4.0	6170	8.8	16562	13.6	48069	18.4	267810	23.2
1871	4.1	6252	8.9	17164	13.7	48905	18.5	296000	23.3
1913	4.2	6336	9.0	17812	13.8	49770	18.6	330824	23.4
1956	4.3	6422	9.1	18510	13.9	50667	18.7	374934	23.5
2000	4.4	6511	9.2	19266	14.0	51597	18.8	432616	23.6
2048	4.5	6602	9.3	20086	14.1	52561	18.9	500000	23.6
2097	4.6	6696	9.4	20978	14.2	53562	19.0	Over	
2149	4.7	6792	9.5	21954	14.3	54602	19.1	500000	see note

* For premium not shown use the value for the next lower premium stated in the table.

*If the Total Standard Premium is \$500,000 or over, the discount percentage applicable shall be determined as the weighted average of 23.6% for the first \$500,000 and 24.2% for the portion over \$500,000

(b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss

7. **Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company

9. **Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon, if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. **Three Year Policy** If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof

11. **Cancellation** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. **Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duly authorized representative of the company

Copeland Morton Jr.
Secretary

MARYLAND CASUALTY COMPANY
NORTHERN INSURANCE COMPANY OF NEW YORK
MARYLAND AMERICAN GENERAL INSURANCE CO.

C. W. Peterson
President

Raymond S. Mauk
Secretary

NATIONAL STANDARD INSURANCE CO.

G. W. Northman
President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form) G320 A0009
(This modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE)

I. The policy does not apply

- A. Under any Liability Coverage, to **bodily injury or property damage**
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if
 - (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom,
 - (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this exclusion

- "**hazardous properties**" include radioactive, toxic or explosive properties,
 - "**nuclear material**" means **source material, special nuclear material or byproduct material**;
 - "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof,
 - "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**,
 - "**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof,
 - "**nuclear facility**" means
 - (a) any **nuclear reactor**,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,
 - (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations,
- "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material,
 - "**property damage**" includes all forms of radioactive contamination of property.

STATE ENDORSEMENTS

ARKANSAS, FLORIDA AND LOUISIANA ENDORSEMENT A795 (Modifies Protection Against Uninsured Motorists Coverage in these states) It is agreed that the term "uninsured highway vehicle" includes an automobile with respect to which there is a bodily injury liability insurance policy applicable at the time of the accident but the company writing the same becomes insolvent within one year after such accident

ARKANSAS, LOUISIANA, NORTH CAROLINA AND OKLAHOMA ENDORSEMENT A746a (Modifies Protection Against Uninsured Motorists Coverage in these states) It is agreed that the insured shall not be required to arbitrate disputed claims under Protection Against Uninsured Motorists Coverage

LOUISIANA ENDORSEMENT G504 (Modifies provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance Coverage Parts): It is agreed that in subdivision (2) of the definition of "uninsured watercraft" the words "twenty-four horsepower" are amended to read "twenty-five horsepower"

MARYLAND ENDORSEMENT A707a (Modifies Protection Against Uninsured Motorists Coverage on automobiles principally garaged in Maryland): It is agreed that such insurance as is afforded by the Protection Against Uninsured Motorists Coverage with respect to an automobile principally garaged in the State of Maryland, does not apply to any accident occurring in the State of Maryland.

MICHIGAN ENDORSEMENT A868 (Modifies Protection Against Uninsured Motorists Coverage): It is agreed that the term "uninsured highway vehicle" includes an automobile with respect to which the owner or operator is insured against liability for bodily injury, sickness or disease, including death, resulting therefrom, by an insolvent insurer.

MICHIGAN ENDORSEMENT G503, A0002 (Modifies Cancellation Condition and is applicable to all insurance afforded by the policy). It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows

This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

NEW HAMPSHIRE AND WISCONSIN ENDORSEMENT G509 (Modifies provisions of Comprehensive Personal Insurance and Farmer's Comprehensive Personal Insurance Coverage Parts): It is agreed that subdivision (2) of the definition of "uninsured watercraft" is deleted.

NEW JERSEY ENDORSEMENT A756a (Modifies Protection Against Uninsured Motorists Coverage on automobiles principally garaged in New Jersey): It is agreed that such insurance as is afforded by the Protection Against Uninsured Motorists Coverage with respect to an automobile principally garaged in the State of New Jersey, does not apply to any accident occurring in the State of New Jersey.

NEW YORK ENDORSEMENT: With respect to automobile liability coverage, it is agreed that if the owned automobile is principally garaged in New York, the Nuclear Energy Liability Exclusion Endorsement (Broad Form) is deleted.

NEW YORK ENDORSEMENT G508 (Modifies provisions of Manufacturers' and Contractors' Liability Insurance which does not include coverage for independent contractor operations): It is agreed that exclusion (n) does not apply to bodily injury and property damage arising out of operations of firemen of the fire department or fire company of any municipality, fire fighting district or incorporated fire company performed for the named insured in response to a call for assistance by the named insured, and general supervision of such operations by the named insured.

NEW YORK ENDORSEMENT G327 (Modifies provisions of Comprehensive General Liability Insurance, Manufacturers' and Contractors' Liability Insurance and Owners', Landlords' and Tenants' Liability Insurance Coverage Parts): It is agreed that the insurance does not apply to bodily injury to any volunteer fireman while engaged in any duty or activity described in subdivision 1 of Section 5 of the New York Volunteer Firemen's Benefit Law

OREGON ENDORSEMENT A1000 (Modifies Protection Against Uninsured Motorists Coverage): It is agreed that with respect to accidents occurring

- (1) in the State of Oregon, or
- (2) while the insured is occupying an insured highway vehicle registered in the State of Oregon, the insurance applies subject to the following provisions

1. Exclusion (c) of Paragraph I., does not apply unless the named insured has employees who operate motor trucks and such employees are covered for workmen's compensation.
2. Provisions (b) (2) and (d) of Paragraph III. do not apply unless the named insured has employees who operate motor trucks and such employees are covered for workmen's compensation.
3. "Motor truck" means motor trucks as defined in O.R.S. 481.035.

PUERTO RICO ENDORSEMENT 754 P.R. (Modifies Action Against Company Condition and is applicable to all liability coverage afforded by the policy): It is agreed that the Action Against Company Condition applicable to any liability coverage afforded by the policy with respect to accidents occurring in Puerto Rico is amended to read

No action shall lie against the company unless as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy.

SOUTH CAROLINA ENDORSEMENT G502, A0001 (Modifies provisions of Comprehensive General Liability Insurance, Manufacturers' and Contractors' Liability Insurance, Owners', Landlords' and Tenants' Liability Insurance; Completed Operations and Products Liability Insurance; Contractual Liability Insurance, Premises Medical Payments Insurance; and Garage Insurance Coverage Parts): It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the intoxication of any person, is deleted.

WISCONSIN ENDORSEMENT A0010 (Modifies provisions of Comprehensive Automobile Liability Insurance Coverage Part): It is agreed that:

1. Paragraph (c) of the "Persons Insured" provision is amended to read as follows

(c) any other person while using an owned automobile or a hired automobile with the permission of the named insured, and if the named insured is an individual, any other person using an automobile described in the policy with the permission of an adult member of the named insured's household other than a chauffeur or domestic servant, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is

- (1) a lessee or borrower of the automobile, or
- (2) an employee of the named insured or of such lessee or borrower,

2. Paragraph (i) does not apply to bodily injury to any fellow employee arising out of the maintenance or use of an automobile described in the policy.

WISCONSIN ENDORSEMENT A0011 (Modifies provisions of Garage Insurance Coverage Part when issued to individuals or partnerships). It is agreed that paragraph (3) (a) of the "Persons Insured" provision is amended to read as follows

- (3) with respect to the automobile hazard:

(a) any person while using, with the permission of the named insured or an adult member of his household, any automobile to which the insurance applies under the automobile hazard, provided such person's actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading of an automobile, such person shall be an insured only if he is.

- (i) a borrower of the automobile, or
- (ii) a partner or employee of the named insured or of such borrower.

AETNA FIRE UNDERWRITERS INSURANCE COMPANY

No. 74 28 99

TEXAS STANDARD POLICY

AETNA

FIRE UNDERWRITERS
INSURANCE COMPANY
HARTFORD, CONNECTICUT
Aetna Insurance Company

PERRY & SAVAGE

General Insurance Agents

Insurance & Surety Bonds

618 The A Life Bldg. San Antonio, Texas 78201

Insured, and Property Location

CITY OF SAN ANTONIO AND SAN ANTONIO ZOOLOGICAL SOCIETY,
as their interest may appear
3903 North St. Mary's Street
San Antonio, Texas

\$68,000.00 Premium Expires August 1, 1970 27 88 42 Renewal of

A STOCK COMPANY

AETNA FIRE UNDERWRITERS INSURANCE COMPANY

In Consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided DOES INSURE CITY OF SAN ANTONIO AND SAN ANTONIO ZOOLOGICAL SOCIETY, and legal representatives, as their interests may appear FROM August 1, 1967 TO August 1, 1970 against direct loss resulting from any of the Perils (listed below) WHICH HAVE A PREMIUM INSERTED OPPOSITE THERETO (Column 6) and only on the property described and located as provided hereon

AT NOON STANDARD TIME AT THE LOCATION OF PROPERTY

1 COVERAGE	2 PERILS	3 COINSURANCE APPLICABLE	4 TOTAL INSURANCE	5 TERM RATE	6 PREMIUM
F E	FIRE and Lightning EXTENDED COVERAGE—Windstorm, Hurricane, Hail, Explosion, Riot, Civil Commotion, Smoke, Aircraft, and Land Vehicles	80%	\$68,000.00	.37 .39	Normal \$ 258.00 FR10 % -26.00 Actual \$ 232.00
X	EXPLOSION		\$.361	\$ 215.00
B	RENTS or Rental Value (Not to exceed \$ a Month)		\$		\$
TOTAL PREMIUM \$					477.00



FORM NO. 164
Effective
August 1, 1958

REPLACEMENT COST ENDORSEMENT—FORM NO. 1

(Without Deduction for Depreciation)
Applicable Only to Building Property

Attached to and forming part of Policy No. 74 28 99 of the Aetna Fire Underwriters Insurance Company of Hartford, Connecticut, issued at its San Antonio, Texas, Agency.

Dated August 1, 1967

PERRY & SAVAGE
BY [Signature]

This endorsement applies only to Building Item(s) No(s) 1 & 2

of this Policy.

1. In consideration of the premium of the policy to which this Endorsement is attached and subject to all the terms, conditions and stipulations stated herein and in the policy to which this Endorsement is attached, including riders and endorsements thereon, not in conflict herewith, the insurance under this policy applicable to building(s) described under the Item(s) indicated above is hereby extended to cover such buildings for their replacement cost without deduction for depreciation. The provisions of this policy applicable only to such building item(s) are amended to substitute the term "replacement cost" for the term "actual cash value" wherever it appears in this policy.

2. Coinsurance Clause—It is a condition of this policy, and the basis upon which the rate of premium is fixed, that the Insured shall at all times maintain insurance on each building, the replacement cost of which is covered by this policy, of not less than Eighty per cent (80%) of the replacement cost (without deduction for depreciation) and that, failing so to do, the Insured shall be an insurer to the extent of such deficit, and in that event shall bear his, her or their proportion of any loss.

In the application of this Coinsurance Clause, the replacement cost of foundations of buildings which are below the surface of the lowest basement floor or, where there is no basement, which are below the surface of the ground, shall be disregarded.

In the event that the aggregate claim for any loss is both less than Ten Thousand Dollars (\$10,000) and less than five per cent (5%) of the total amount of insurance upon the property described herein at the time such loss occurs, no special inventory or appraisal of the undamaged property shall be required, provided, however, that nothing herein shall be construed to waive application of the Coinsurance Clause in this Endorsement.

This Coinsurance Clause supersedes and replaces the coinsurance clause, if any, otherwise applicable to such item(s).

3. This Company's liability for loss under this policy, including this Endorsement, shall not exceed the smallest of the following amounts (a), (b), or (c):

- (a) The amount of this policy;
- (b) The replacement cost of building(s), or any part thereof, identical with building(s) described herein and insured hereunder for replacement cost (without deduction for depreciation) on the same premises and intended for the same occupancy and use;
- (c) The amount actually and necessarily expended in repairing or replacing the building(s) described herein and insured hereunder for replacement cost (without deduction for depreciation), or any part thereof, on the same premises, and intended for the same occupancy and use.

4. Insured's Election—The Insured may elect first to make claim under this policy in accordance with its terms and conditions, disregarding this Endorsement, except that the Coinsurance Clause contained herein shall apply to all claims under building item(s) and the Insured may make further claim for any additional liability brought about by this Endorsement in accordance with its terms, conditions and limitations.

5. This Company Shall Not Be Liable For—

- (a) Any loss occasioned by the enforcement of any state or municipal law or ordinance regulating the construction or repair of buildings, when such liability has been specifically assumed under this policy.

Attached to and forming part of Policy No. 22 22 32 of the Aetna Insurance Company of Hartford, Connecticut, issued at its San Antonio, Texas, Agency.

Dated August 1, 1967

By PERRY SAVAGE, Agent

ITEM No.	AMOUNT OF INSURANCE	COINS APPL. CABLE	RATE 1 yr.	DESCRIPTION OF PROPERTY
				See definitions of Building, Household Goods, Stock, Furniture, Fixtures, and/or Machinery, and Contents in the Policy. Unless otherwise provided, insurance on personal property shall cover only while in the described building. (Include File Number of Rated Risks)
1.	\$6,500.00	80%	F-.30 EC-.20	On the One Story, Metal Roof, Rock Building occupied as Concession Stand No. File No. 55194N. Class 04
2.	7,500.00	"	F-.59 EC-.134	On Contents of above described building, known as Item No. 1. Class 054
3.	2,500.00	"	F-.27 EC-.20	On the One Story, Metal Roof, Stone Building occupied as Concession Stand No. 2. File No. 55194Q. Class 04
4.	4,000.00	"	F-.54 EC-.134	On Contents of above described Building, known as Item No. 3. Class 054
5.	1,600.00	"	F-.11 EC-.20	On the One Story, Approved Roof, Stone Building occupied as Novelty Sales Stand No. 2. File No. 55194M. Class 043
6.	1,500.00	"	F-.34 EC-.134	On Contents of above described Building, known as Item No. 5. Class 057
7.	1,100.00	"	F-.10 EC-.20	On the One story. Approved Roof, Rock Building occupied as Storeroom. File No. 55194P. Class 043
8.	2,000.00	"	F-.19 EC-.134	On Contents of above described Building, known as Item No. 7. Class 057
				All of the above described property is located 3903 North St. Mary's Street, Zoological Park, San Antonio, Texas.

Prescribed by The State Board of Insurance



BLANK SCHEDULE FORM



Form No. 77
Effective
June 1, 1944

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of Policy No. 22 22 32 of the Aetna Insurance Company
of Hartford, Connecticut, issued at its San Antonio, Texas Agency.
Dated August 1, 1967 BY: PERRY W. SAVAGE, Agents.
Insured CITY OF SAN ANTONIO AND SAN ANTONIO ZOOLOGICAL SOCIETY, as their interests may appear.
Other conditions remaining the same, this Policy is amended as of August 1, 1967, as follows:

The words 'on the same premises' appearing in Paragraph 3(c) and 5(b) of the Replacement Cost Endorsement attached to this policy are hereby deleted as respects the insurance provided by the Replacement Cost Endorsement to Item (s) 1, 3, 5 & 7 of this policy.

If premium adjustment is made fill in the blanks below, in detail.

ORIGINAL POLICY DATA				PREMIUM ADJUSTMENT		
POLICY DATE: From _____ to _____				New Rate	Additional Premium	Return Premium
PERILS	% of Coins	Total Insurance	Old Rate	Normal \$	FR %	Actual
F Fire		\$				
E.C.C.	XXX	XXXXXX				
E Earth						
				TOTAL		

Location: _____, Texas
 No. and Street _____ Addition _____ Town _____
 Lot _____ Block _____ Map Page _____ File No. _____ Occupancy _____
 Property Insured _____
 (State whether Building, Household Goods, Stock, Furniture, Fixtures and/or Machinery, or Contents, and whether Specific or Basket. If Specific, state amount on each item, if more than one.)

Prescribed by The State Board of Insurance.

For Home Office Use

UNPUBLISHED

Basic _____
 Roof _____
 Flue _____
 Tenant _____
 Exposure _____
 Key Rate _____
 Total _____
 Exper. _____
 Annual _____
 Term _____
 FURNISHED
 Gross _____
 Exper. _____
 Total _____
 Coins _____
 Annual _____
 Term _____

AETNA INSURANCE COMPANY

No. 22 22 32

MEMORANDUM OF INSURANCE

This memorandum attests that a policy as herein has been issued by the Company to assignment and cancellation.

PERRY & SAVAGE

General Insurance Agents

Insurance & Surety Bonds

618 Three A Life Bldg

Capitol 7-9238
San Antonio, Texas 78205

Aetna Insurance Company

HARTFORD, CONNECTICUT

Insured, and Property Location

CITY OF SAN ANTONIO AND SAN ANTONIO ZOOLOGICAL SOCIETY,

as their interests may appear

3903 N. St. Mary's Street
San Antonio, Texas 78212

\$ 26,700.00 Premium \$ 369.00 Expires August 1, 1970 983844 Renewal of

A STOCK COMPANY

AETNA INSURANCE COMPANY

In Consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided, DOES INSURE CITY OF SAN ANTONIO AND SAN ANTONIO ZOOLOGICAL SOCIETY, and legal representatives, as their interests may appear FROM August 1, 1967 TO August 1, 1970 AT NOON STANDARD TIME AT THE LOCATION OF PROPERTY against direct loss resulting from any of the Perils (listed below) WHICH HAVE A PREMIUM INSERTED OPPOSITE THERETO (Column 6) and only on the property described and located as provided hereon

1 COVERAGE	2 PERILS	3 COINSURANCE APPLICABLE	4 TOTAL INSURANCE	5 TERM RATE	6 PREMIUM
F E	FIRE and Lightning EXTENDED COVERAGE—Windstorm, Hurricane, Hail, Explosion, Riot, Civil Commotion, Smoke, Aircraft, and Land Vehicles	80%	\$26,700.00	1.050	Normal \$ 280.00 FR 10 % 28.00 Actual \$ 252.00 \$ 117.00
X	EXPLOSION		\$		\$
R	RENTS or Rental Value (Not to exceed \$ a Month)		\$		\$
TOTAL PREMIUM \$					369.00

Attached to and forming part of Policy No. 22 22 32 of the Aetna Insurance Company of Hartford, Connecticut, issued at its San Antonio, Texas, Agency. Dated August 1, 1967. PERRY & SAVAGE BY: [Signature] Agents



FORM No. 199
Effective March 25, 1964

FIFTY DOLLAR DEDUCTIBLE CLAUSE

(APPLICABLE ONLY TO WINDSTORM, HURRICANE AND HAIL)

In consideration of the rate of premium at which this policy is written it is a condition of this contract that, in accordance with the stipulations hereinafter contained, the sum of \$50.00 shall be deducted from the amount of loss or damage to the insured property resulting from each windstorm, hurricane and/or hailstorm.

This company shall be liable for its proportion of the loss in excess of the \$50.00 deductible in accordance with the apportionment provisions applying to windstorm insurance in the contract to which this clause is attached.

This Deductible shall not apply to loss or damage to contents however insured.

This Deductible shall, except in case of dwellings, apply to loss or damage to each building or structure separately. In case of dwellings the Deductible shall apply to the aggregate amount of loss or damage to each dwelling and (except as to structures extending wholly or partially over water when not insured under this or any other policy) its private garage, servants' house, and if used solely in connection with the occupancy thereof, other outbuildings on the dwelling premises. In the application of this Deductible Clause boarding, rooming, fraternity and sorority houses, and apartment buildings (containing not more than eight separate apartments) may be considered as dwellings.



FORM No. 60
Effective SEPT. 15, 1953

DEBRIS REMOVAL CLAUSE

(For Other Than Reporting Form Policy)

It is a condition of this policy that this insurance covers expenses incurred in the removal of all debris of the property insured hereunder which may be occasioned by loss caused by any of the perils insured against in this policy. However, the total liability under this policy shall not exceed the amount named therein, nor such proportion of such expense as the amount of insurance hereunder bears to the total amount of all insurance, whether such insurance includes this clause or not. In no event shall this policy cover against loss occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of the insured building which has not suffered damage by any of the perils insured against in this policy unless such liability is specifically assumed elsewhere in the policy. Cost of removal of debris shall not be considered in the determination of actual cash value when applying any Coinsurance, Average or Reduced Rate Contribution Clause attached to this policy.



FORM No. 135
Effective January 1, 1959

MANDATORY NUCLEAR ENDORSEMENT

(For attachment to all Texas Standard Policies, Homeowners Policies and Comprehensive Dwelling Policies.)

NUCLEAR CLAUSE (Applicable to the perils of fire and lightning): The word "fire" in this policy or endorsements attached thereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radio active contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radio active contamination is not intended to be and is not insured against by this policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other peril insured against by this policy or said endorsements; however, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radio active contamination is insured against by this policy.

NUCLEAR EXCLUSION CLAUSE (Applicable to all perils insured against under this policy except the perils of fire and lightning which are otherwise provided for in the Nuclear Clause above):

Loss by nuclear reaction or nuclear radiation or radio active contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy.

PERRY & SAVAGE

General Insurance Agents

Insurance & Surety Bonds

618 Three A Life Bldg. San Antonio, Texas 78205
Capitol 7-9238

No. 2116789

NEW Ref: 2116787

RENEWAL OF NUMBER

The Travelers
Indemnity Company
Hartford, Connecticut



In Consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided
DOES INSURE CITY OF SAN ANTONIO and SAN ANTONIO ZOOLOGICAL SOCIETY, as their interest may appear.

and legal representatives FROM **May 1, 1967** TO **May 1, 1970** AT NOON STANDARD TIME AT THE LOCATION OF PROPERTY
against direct loss resulting from any of the *Perils* (listed below) WHICH HAVE A PREMIUM INSERTED OPPOSITE THERETO (Column 6) and only on the property described and located as provided hereon

1	2	3	4	5	6
	2116789	COINSURANCE	TOTAL		

✓
~~e. All property of the zoo, including but not limited to improvements, equipment, animals, reptiles, fowl and fish, shall be and become the property of the City, and Society does hereby grant and convey all title to said property to the City of San Antonio. Future acquisitions shall be in the name of the City.~~

f. All expenses of operating the zoo pursuant to this contract shall be borne by the Society except for the amounts paid by the City pursuant to Section 3 hereof.

g. Society shall pay for all utility services used in connection with operation of the zoo under this contract.

h. Society shall have no authority to bind the City in any way, or to incur any indebtedness or liability on its behalf or to place any lien on the City's property.

i. Society shall provide the defense for, indemnify and hold harmless the City from and against every claim, demand or cause of action which may be made or which may arise out of any act or omission of Society pursuant to this contract, or by its representatives or employees, or by its concessionaires or contractors.

j. Society shall during the term of this contract provide public liability insurance policies issued by one or more insurance companies licensed to do business in the State of Texas providing minimum limits of \$50,000 for injuries to one person and \$100,000 for injuries to more than one in a single accident or occurrence and \$5,000 for damages to property occasioned by a single accident or occurrence. Said policies shall name the City as an additional insured and shall provide for 30 days' written notice to the City of alteration or cancelation thereof. Coverage shall include liability for any injuries or damages caused by any animal, reptile, fowl or fish, kept or exhibited at the zoo. Certificates of insurance or other satisfactory evidence of compliance with this paragraph shall be filed with the City Clerk.

k. Society shall keep its financial records on the basis of a fiscal year ending each July 31 during this contract. Society will file with the City Clerk on or before November 1 of each year an annual accounting to the City of the Society's receipts and expenditures prepared by a certified public accountant. Failure to file such accounting shall, at the option of the City, terminate this contract.

l. Society will notify the City Manager of all meetings of the Board of Directors and of the Executive Committee of the Society in order that he or his designated representative may attend such meetings.

Done for
m. Society shall obtain the proper written approval of the City Manager for any major construction, reconstruction or alteration of improvements on the premises.

n. The zoo area covered by this contract as shown by Exhibit A hereto, incorporated herein by reference.

3. City shall pay to the Society in consideration of the covenants agreements, grants and conveyances by the Society contained herein, the sum of \$ _____ annually, payable in equal monthly installments on the 1st day of each calendar month beginning January 1, 1967. City shall bear no cost nor expense under this contract.

Amend form

4. It is hereby agreed that no change shall be made in any of the provisions of this contract without complete renegotiation of the entire instrument.

PASSED AND APPROVED this _____ day of _____, 1966.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

*NOT CONSUMMATED
see Ord 35370
April 27, 1967
JDA*

11-03-01-049

1951 Chevrolet Dump Truck

AJEA 606408

XO 2045

1

1967 Ford Dump Truck

F60BKA 15760

131130

2

1952 Gmtrl. 3/4 T. Pickup

XO 220157907

XO 7555

3

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY EMPLOYEES INSURANCE AGENCY 627 W. HILDEBRAND SAN ANTONIO, TEXAS 78212 PHONE: (512) 734-5315	COMPANIES AFFORDING COVERAGES CITY OF SAN ANTONIO COMPANY LETTER A GREAT SOUTHWEST FIRE INS. CO. 312 COMPANY LETTER B COMPANY LETTER C <i>RC# 26-3583</i> COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED JUAN S. SANCHEZ 410 VANDERBILT SAN ANTONIO, TEXAS 78210	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY OWNERS, LANDLORDS AND TENANTS LIABILITY 5/20/87			BODILY INJURY	\$100,000 ^s	
				PROPERTY DAMAGE	\$ 5,000 ^s	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	(EACH ACCIDENT)
	OTHER <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 10px;">RECEIVED</div>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
JUL 2 1986
CITY OF SAN ANTONIO
AUDIT DIVISION

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~30~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER

CITY OF SAN ANTONIO
P.O. BOX 9066
SAN ANTONIO, TEXAS 78285
ATTN: CLTY CLERK

DATE ISSUED 5-20-86

 AUTHORIZED REPRESENTATIVE



Blumer

CITY OF SAN ANTONIO

P O BOX 9066

SAN ANTONIO TEXAS 78285

June 9, 1986

1986 JUN 11 AM 9 48
CITY OF SAN ANTONIO

Mr. Juan S. Sanchez
410 Vanderbilt Street
San Antonio, Texas 78210

Reference: I.A.R.C. #26-3583 (Roosevelt Pool Concession)

Dear Mr. Sanchez:

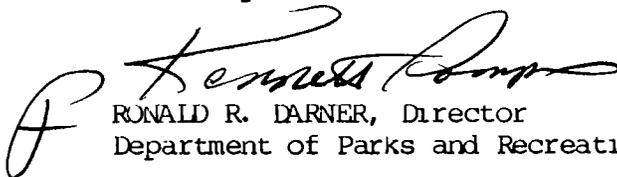
A review of insurance coverage required under terms of your contract with the City indicates no record of your having reported current coverage.

If your coverage has expired, please take steps to obtain same as soon as possible. A copy of this insurance must be filed with the City Clerk at City Hall.

If you have current coverage in effect, please send the undersigned a copy of the certificate or have your agent send it to us. We will insure that a copy is filed with the City Clerk as prescribed by the contract.

Thank you for your cooperation.

Sincerely,


RONALD R. DARNER, Director
Department of Parks and Recreation

RRD:mg

cc: City Clerk
Internal Audit



Blower

CITY OF SAN ANTONIO

P O BOX 9066
SAN ANTONIO TEXAS 78208

78208
CITY OF
SAN ANTONIO
JUN 10 1986
11:11 AM

June 9, 1986

Mr. Juan S. Sanchez
410 Vanderbilt Street
San Antonio, Texas 78210

Reference: I.A.R.C. #26-3583 (Roosevelt Pool Concession)

Dear Mr. Sanchez:

A review of insurance coverage required under terms of your contract with the City indicates no record of your having reported current coverage.

If your coverage has expired, please take steps to obtain same as soon as possible. A copy of this insurance must be filed with the City Clerk at City Hall.

If you have current coverage in effect, please send the undersigned a copy of the certificate or have your agent send it to us. We will insure that a copy is filed with the City Clerk as prescribed by the contract.

Thank you for your cooperation.

Sincerely,

KENNETH SAMPSON
Department of Parks and Recreation

KS:mg

cc: City Clerk
Internal Audit

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY
EMPLOYEES INSURANCE AGENCY
627 W. HILDEBRAND
SAN ANTONIO, TEXAS 78212
PHONE: (512) 734-5315

COMPANIES AFFORDING COVERAGES	
COMPANY LETTER	A GREAT SOTHWEST FIRE INS. CO.
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

NAME AND ADDRESS OF INSURED
JUAN S. SANCHEZ
410 VANDERBILT
SAN ANTONIO, TEXAS 78210

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	
				EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY OWNERS, LANDLORDS AND TENANTS LIABILITY		5/20/87	BODILY INJURY \$100,000 PROPERTY DAMAGE \$ 5,000 BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ \$ PERSONAL INJURY \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ \$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY \$ (EACH ACCIDENT)	
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER
CITY OF SAN ANTONIO
P.O. ABOX 9066
SAN ANTONIO, TEXAS 78285
ATTN: CITY CLERK

DATE ISSUED 5-20-86
[Signature]
AUTHORIZED REPRESENTATIVE

THE UNIVERSITY OF TEXAS AT AUSTIN
LIBRARY
1000 UNIVERSITY DRIVE
AUSTIN, TEXAS 78702

RECEIVED

MAY 30 1986

CITY OF SAN ANTONIO
AUDIT DIVISION

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY <p style="text-align: center;">EMPLOYEES INSURANCE AGENCY 627 W. HILDEBRAND SAN ANTONIO, TEXAS 78212 PHONE: (512) 734-5315</p>	COMPANIES AFFORDING COVERAGES COMPANY LETTER A GREAT SOUTHWEST FIRE INSURANCE CO COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED <p>JUAN S. SANCHEZ 410 VANDERBILT SAN ANTONIO, TEXAS 78210</p>	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	
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	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY OWNERS, LANDLORDS, AND TENANTS LIABILITY		5/20/87	BODILY INJURY \$ 100,000. PROPERTY DAMAGE \$ 5,000. BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ \$ PERSONAL INJURY \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY \$	
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~30~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

S/A PAR
115 PLAZA DE ARMAS
B.O. BOX 9066
SAN ANTONIO, TEXAS 85
78285

DATE ISSUED 5-22-86

[Signature]
 AUTHORIZED REPRESENTATIVE

RECEIVED

MAY 30 1985

**CITY OF SAN ANTONIO
AUDIT DIVISION**

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

1986 APR -4 PM 1:56

TO Purchasing, Attention: Archie Titzman
FROM Director, Department of Parks and Recreation
COPIES TO Internal Audit, Treasury, Recreation and File
SUBJECT Food & Beverage Concession For Roosevelt Swimming Pool

[Handwritten signature]

Date March 21, 1986

We have reviewed the informal bid invitation for subject pool concession and recommend acceptance of bid by Mr. Juan S. Sanchez, for \$400.00 submitted as a single annual guarantee payment for Roosevelt Swimming Pool Concession.

[Handwritten signature]
RONALD R. DARNER, DIRECTOR
Department of Parks and Recreation

RRD:ma

Attachment

*OK. Purchasing Dept
Archie Titzman*

Great Southwest Surplus Lines Insurance Company

DECLARATIONS:

Item 1

Named Insured and P.O. Address
(Number, Street, Town or City, County, State, Zip Code)

101 E Shea Boulevard - Scottsdale, Arizona 85260
A STOCK COMPANY

AGL 171118
RENEWAL OF NUMBER

• **JUAN S. SANCHEZ**
410 Vanderbilt
San Antonio, Texas 78210

Agent and P.O. Address Agency No 42823
(Number, Street, Town or City, County, State, Zip Code)

• **Quirk & Company**
P.O. Box 32786
San Antonio, Texas 78216

12 01 A.M., Standard Time at the address of the named Insured as stated herein

Item 2

Policy Period From 5/20/85 to 5/20/86

ITEM 3 The insurance afforded is only with respect to such of the following Coverage Part(s) as are indicated by specific premium charge or charges. The limit of the Company's liability against such Coverage shall be as stated in the Coverage Part(s), subject to all the terms of this policy having reference thereto.

COVERAGE PART(S) ATTACHED TO THE POLICY - INSERT FORM NUMBER AND TITLE	ADVANCE PREMIUM
Owners', Landlords', & Tenants' Liability Insurance L6416	\$ 450.00

POLICY FEE FULLY EARNED UPON ISSUANCE OF POLICY.

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF TEXAS. THIS POLICY IS NOT VALID IN THE STATE OF TEXAS. THE POLICY IS VALID IN THE STATE OF ARIZONA. THE POLICY IS VALID IN THE STATE OF CALIFORNIA. THE POLICY IS VALID IN THE STATE OF FLORIDA. THE POLICY IS VALID IN THE STATE OF GEORGIA. THE POLICY IS VALID IN THE STATE OF ILLINOIS. THE POLICY IS VALID IN THE STATE OF INDIANA. THE POLICY IS VALID IN THE STATE OF IOWA. THE POLICY IS VALID IN THE STATE OF KANSAS. THE POLICY IS VALID IN THE STATE OF MISSOURI. THE POLICY IS VALID IN THE STATE OF NEBRASKA. THE POLICY IS VALID IN THE STATE OF NEVADA. THE POLICY IS VALID IN THE STATE OF NEW YORK. THE POLICY IS VALID IN THE STATE OF NORTH CAROLINA. THE POLICY IS VALID IN THE STATE OF NORTH DAKOTA. THE POLICY IS VALID IN THE STATE OF OHIO. THE POLICY IS VALID IN THE STATE OF OKLAHOMA. THE POLICY IS VALID IN THE STATE OF SOUTH CAROLINA. THE POLICY IS VALID IN THE STATE OF SOUTH DAKOTA. THE POLICY IS VALID IN THE STATE OF TENNESSEE. THE POLICY IS VALID IN THE STATE OF TEXAS. THE POLICY IS VALID IN THE STATE OF VIRGINIA. THE POLICY IS VALID IN THE STATE OF WISCONSIN. THE POLICY IS VALID IN THE STATE OF WYOMING.

POLICY FEE 40.00 TAX 18.87

Endorsements (Identify by form numbers) No L9294, GSW 519, (A,B,C), G-10

If Policy Period more than one year and the premium is to be paid in installments premium is payable. On effective date of policy \$ 1st Anniversary \$ Total Advance Premium \$ 450.00 2nd Anniversary \$

Audit Period Annual, unless otherwise stated **

ITEM 4 Name Insured is (check one) Individual Partnership Joint Venture Other

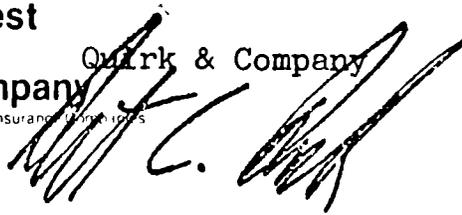
ITEM 5 During the past three years no Insurer has cancelled insurance, issued to the named Insured, similar to that afforded hereunder unless otherwise stated herein **

**Absence of entry means "NO EXCEPTION"

- IMPORTANT NOTICES TO POLICY HOLDER (Please read carefully)**
- A. Any misrepresentation or any concealment or fraud on the part of the Insured which misrepresentation, concealment or fraud affects either the acceptance of the risk or the hazard assumed by the Company shall render this policy void
 - B. Notice of all accidents or occurrences must immediately be given to Great Southwest Surplus Lines Insurance Company whether or not such accidents or occurrences appear likely to involve this policy

Agency at San Antonio, Texas 

Great Southwest Surplus Lines Insurance Company Quirk & Company
A Member of the Sentry Family of Insurance Companies



Countersignature Date 6/12/85 ksc

Authorized Representative

COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

For attachment to Policy No GGL 257521, to complete said policy

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER SAME IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Roosevelt Park, San Antonio, Texas

Interest of named insured in insured premises (CHECK BELOW)

Owner General Lessee Tenant Other

Part occupied by named insured (ENTER BELOW)

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein subject to all the terms of this policy having reference thereto.

Table with 3 columns: Coverages, Limits of Liability (each occurrence), and Advance Premiums. Rows include Bodily Injury Liability (\$100,000 limit, \$450.00 premium) and Property Damage Liability (\$5,000 limit, Incl. premium). Total Advance Premium is \$450.00.

General Liability Hazards

Table with 6 columns: Description of Hazards, Code No, Premium Bases, Rates (B I, P D), and Advance Premiums (Bodily Injury, Property Damage). Row 1: Premises - Operations, Code 11111, Premium e) one, Rates 450.00 B I, Incl. P D, Advance Premiums 450.00 Bodily Injury, Incl. Property Damage.

I. COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A bodily injury or B property damage

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured,

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured,

(n) to property damage to the named insured's products arising out of such products or any part of such products,

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith,

(p) to bodily injury or property damage included within the completed operations

Bids will be received in the Office of the Director of Purchasing and Central Supply, City Hall, San Antonio, Texas 78285 until 10:00 A.M., Central Time _____ and at that time publicly opened, for furnishing the supplies or services described in the Schedule below:

SCHEDULE

FOOD AND BEVERAGE CONCESSION
ELMENDORF, WOODLAWN, CONCEPCION, SAN PEDRO, AND ROOSEVELT SWIMMING POOLS

The City of San Antonio requests bids for Food and Beverage Concession operations at the following four pools: Woodlawn, Concepcion, San Pedro, and Roosevelt.

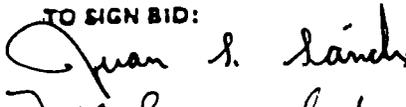
Inspection of Facilities: Each bidder is expected to inspect the concession facilities before submitting bids. The facilities will be open for showing ~~on~~ in April, 1986 from 9:00 a.m to 12:00 noon.

Following are basic minimum provisions for these operations:

- 1) Term of the contract(s) will be for 1 pool season (1986 and 19--); however the contract(s) may be extended for two additional one-season periods on mutual consent of the concessionaire and the City.
- 2) Concessions will be open for business during scheduled pool operating time. If the City must close the pool(s) for any reason, concessionaire will have no recourse against the City.
- 3) All beverages will be served only in paper cups, regardless of the type of the original container, such as cans or bottles.
- 4) Menu and Prices: The nature of these concessions and the possibility of breakins or vandalism dictates that menu items be limited primarily to pre-packaged food items. However, if such items as hamburgers or hot dogs are prepared on site, concessionaire is encouraged to use equipment that may be easily removed nightly. Bidder will attach to this bid a menu listing the items to be offered for sale and the prices to be charged for each. Subsequent changes to the menu will require prior approval of the Director of Parks and Recreation.

 Gum or unshelled peanuts may not be sold.

 Beer may not be sold at these locations.
- 5) Concessionaire will be responsible for maintenance of the concession area and shall keep it clean at all times. Concessionaire will furnish sufficient trash receptacles and a minimum of three picnic tables in the area where food is eaten. These receptacles and tables must meet City standards.
- 6) Concessionaire will be responsible for payment of all utility services used in the concession operations. Concessionaire will be responsible for connecting and disconnecting all utility services.
- 7) Modifications to Existing Facilities: Any modifications to the existing facilities must be at the expense of the concessionaire and any permanent structure or improvements become the property of the City upon termination of the concession agreement.
- 8) Repair and Painting of Concession Building: The City will have concession building interiors and exteriors in operable condition at the beginning of each swimming season during this contract. During the pool season, concessionaire shall be responsible for such repairs as required and directed by the City, including repairs to plumbing and electrical systems. Repair of damage due to vandalism is concessionaire's responsibility. Buildings will be periodically inspected by the City to insure an acceptable standard of maintenance and appearance.
- 9) Concessionaire will abide by all City, State and Federal Health Regulations and laws governing food establishments.

NAME, ADDRESS & TELEPHONE NO.: Juan S. Sanchez 410 Vanderbilt, St. San Antonio, Texas 78210	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:  	DATE OF BID March 21, 1986
--	---	-------------------------------

Tel: 512-534-5514

- 10) Insurance Requirements: Concessionaire shall carry public liability insurance to include products liability, covering concessionaire's operation on or about the concession areas, with limits of twenty-five thousand dollars (\$25,000) per person and one hundred thousand dollars (\$100,000) per occurrence for bodily injuries, and five thousand dollars (\$5,000) per occurrence for property damage.
- 11) Bid: Bid must be submitted as a single annual guarantee payment for each location. Bidders may bid one or more locations, but award will be made on a per location basis. All bids or none will be considered.

Bids must be submitted on this form only.

ITEM 1: WOODLAWN, 1103 Cincinnati	\$ _____	per season
ITEM 2: CONCEPCION, 500 W. Theo	\$ _____	per season
ITEM 3: ELMENDORF, 121 Shore Drive	\$ _____	per season
ITEM 4: SAN PEDRO, 2200 N. Flores	\$ _____	per season
ITEM 5: ROOSEVELT, 300 Roosevelt	\$ 400, ⁰⁰ _____	per season

- 12) Payment: Payment of the annual guarantee will be made in four equal installments by the tenth day of the months of June, July, August and September.

ADDRESS ENVELOPE: Director of Purchasing and General Services
P.O. Box 9066
San Antonio, Texas 78235

MARK ENVELOPE: "BID TO FURNISH FOOD AND BEVERAGE CONCESSION AT WOODLAWN, CONCEPCION, ELMENDORF, SAN PEDRO AND ROOSEVELT SWIMMING POOLS"

NAME OF BIDDER OR CONTRACTOR	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	DATE
Juan S. Sanchez 410 Vanderbilt, St.	<i>Juan S. Sanchez</i> <i>Ma Luisa Sanchez</i>	March 21, 1986

San Antonio, Texas 78210

Tel: 512-534-5514

ROOSEVELT CONCESSION STAND

List Price & Menu 1986

All Prices Tax Included

Hamburgers	\$1.35
Cheeseburger	\$1.60
Hotdogs	0.75
Chilidogs	0.85
Nacchos	1.35
Chalupas	0.75
Frito-Pie	0.80
Regular Fritos	0.45
Candy Bars	0.45
Whole Dill Pickle	0.50
Pop-Corn Reg.	0.50
Snow-Cone 9 oz.	0.50
Coke, Sprite, Red soda 12 oz.	0.50
16 Oz.	0.65
20 oz.	0.80

ICE CREAM NOVELTIES

Nestle Crunch	0.50
Nutty Buddy	0.50
Eskimo Pie	0.50
Sundae Cup	0.50
Neopolitan Sandwich	0.60
Ice Cream Cone	0.50

Juan S. Sanchez
410 Vanderbilt St.
San Antonio Texas 78210
Tel: 512-534-5514
Juan S. Sanchez
Via Luis Sanchez

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

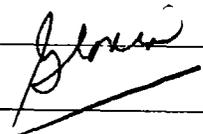
1986 APR -4 PM 1:51

TO Purchasing, Attention: Archie Titzman

FROM Director, Department of Parks and Recreation

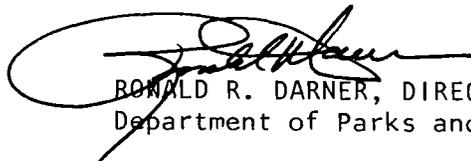
COPIES TO Internal Audit, Treasury, Recreation and File

SUBJECT Food & Beverage Concession For San Pedro Swimming Pool



Date March 21, 1986

We have reviewed the informal bid invitation for subject pool concession and recommend acceptance of bid by Marcent Specialty Co., for \$300.00 submitted as a single annual guarantee payment for San Pedro Pool Concession.



RONALD R. DARNER, DIRECTOR
Department of Parks and Recreation

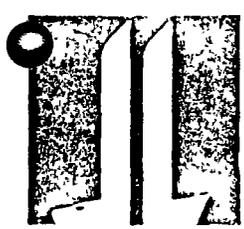
RRD:ma

Attachment

OK Purchasing Dept.

Archie Titzman

GREAT AMERICAN
SURPLUS LINES
INSURANCE
COMPANY



A DELAWARE STOCK COMPANY ADMINISTRATIVE OFFICES CINCINNATI OHIO

DECLARATIONS
GENERAL LIABILITY POLICY

5

CL 4 65 99

NAMED INSURED **VINCENT M. BERTIROTTI DBA MARCENT CONCESSION POOL**
 MAILING ADDRESS **5114 Galahad Drive San Antonio, Texas 78218**

Producer Name and Address
 Producer Code
 Policy Period From 9/16/85 To 9/16/86
 12 01 A M Standard Time at the address of the Named Insured as stated herein

Part Two This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the above numbered policy

1 The Insurance afforded is only with respect to such of the following Coverage Parts designated The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto

Owners' Landlords' and Tenants' Liability Insurance <input checked="" type="checkbox"/> Manufacturers' and Contractors' Liability Insurance <input type="checkbox"/> Completed Operations and Products Liability Insurance <input type="checkbox"/> Comprehensive General Liability Insurance <input type="checkbox"/> Bodily Injury Liability and/or Property Damage Liability <input type="checkbox"/>	COMBINED SINGLE LIMIT OF LIABILITY EACH OCCURRENCE \$ SL0075 AGGREGATE \$ SL0075	ADVANCE PREMIUM \$ 500.00
Personal Injury Liability <input type="checkbox"/>	\$	\$

Endorsements and Additional Coverage Parts # (Identify by Form Numbers)
SL0011, SL0014a, L6178, L-13(7/31/85)

AUDIT PERIOD ANNUAL (Unless Otherwise Stated) **FULLY EARNED** Total Advance Premium \$ **500.00**

2 The Named Insured is individual, partnership, corporation, other
 3 Amount and Basis of Deductible \$ **100.00** per claim for all coverages per attached endt
 4 Location of all premises owned by, rented to or controlled by the Named Insured
 (ENTER SAME IF SAME LOCATION AS ADDRESS SHOWN IN ABOVE)
2000 N. Flores, San Antonio, Texas
 Interest of Named Insured in such premises (check) Owner General Lessee Tenant Other
 Part occupied by Named Insured

5 Schedule of General Liability Hazards

Description of Hazards	Code No	Premium Bases	Rates		Advance Premiums	
			BI	PD	BI	PD
Premises—Operations Refreshment Stands-No hawking or peddling-No beverages or food served for consumption on the premises. 58131	a)150	FLAT CHARGE	500.00	Incl.		
THIS INSURANCE CONTRACT IS WITH AN INSURANCE POLICY LICENSED TO TRANSACT BUSINESS IN THE STATE OF TEXAS AND DELIVERED BY GREAT AMERICAN SURPLUS LINES INSURANCE COMPANY IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS INSURANCE STATUTES. (a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit						
Independent Contractors NOT COVERED	3.85 PER CENT TAX ON GROSS PREMIUM	Cost	Per \$100 of Cost			
Products/Completed Operations NOT COVERED						

POLICY FEE FULLY EARNED UPON ISSUANCE OF POLICY.

11/19/85 ksc

Sealed bids will be received in the office of the Director of Purchasing and Central Supply, City Hall, San Antonio, Texas 78285 until 10:00 A.M., Central Time _____ and at that time publicly opened, for furnishing the supplies or services described in the Schedule below:

SCHEDULE

FOOD AND BEVERAGE CONCESSION

ELMENDORF, WOODLAWN, CONCEPCION, SAN PEDRO, AND ROOSEVELT SWIMMING POOLS

The City of San Antonio requests bids for Food and Beverage Concession operations at the following four pools: Woodlawn, Concepcion, San Pedro, and Roosevelt.

Inspection of Facilities: Each bidder is expected to inspect the concession facilities before submitting bids. The facilities will be open for showing ~~on~~ April _____, 1986 from 9:00 a.m to 12:00 noon.

Following are basic minimum provisions for these operations:

- 1) Term of the contract(s) will be for 1 pool season (1986 and 19--); however the contract(s) may be extended for two additional one-season periods on mutual consent of the concessionaire and the City.
- 2) Concessions will be open for business during scheduled pool operating time. If the City must close the pool(s) for any reason, concessionaire will have no recourse against the City.
- 3) All beverages will be served only in paper cups, regardless of the type of the original container, such as cans or bottles.
- 4) Menu and Prices: The nature of these concessions and the possibility of breakins or vandalism dictates that menu items be limited primarily to pre-packaged food items. However, if such items as hamburgers or hot dogs are prepared on site, concessionaire is encouraged to use equipment that may be easily removed nightly. Bidder will attach to this bid a menu listing the items to be offered for sale and the prices to be charged for each. Subsequent changes to the menu will require prior approval of the Director of Parks and Recreation.

Gum or unshelled peanuts may not be sold.

Beer may not be sold at these locations.

- 5) Concessionaire will be responsible for maintenance of the concession area and shall keep it clean at all times. Concessionaire will furnish sufficient trash receptacles and a minimum of three picnic tables in the area where food is eaten. These receptacles and tables must meet City standards.
- 6) Concessionaire will be responsible for payment of all utility services used in the concession operations. Concessionaire will be responsible for connecting and disconnecting all utility services.
- 7) Modifications to Existing Facilities: Any modifications to the existing facilities must be at the expense of the concessionaire and any permanent structure or improvements become the property of the City upon termination of the concession agreement.
- 8) Repair and Painting of Concession Building: The City will have concession building interiors and exteriors in operable condition at the beginning of each swimming season during this contract. During the pool season, concessionaire shall be responsible for such repairs as required and directed by the City, including repairs to plumbing and electrical systems. Repair of damage due to vandalism is concessionaire's responsibility. Buildings will be periodically inspected by the City to insure an acceptable standard of maintenance and appearance.
- 9) Concessionaire will abide by all City, State and Federal Health Regulations and laws governing food establishments.

NAME, ADDRESS & TELEPHONE NO. MARCENT SPECIALTY CO. 5114 GALAHAD DR S.A. TEX 77218 (512) 655 6638	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: <i>Marcent M. Bert...</i> owner	DATE OF BID 3/21/86
---	--	------------------------

- 10) Insurance Requirements: Concessionaire shall carry public liability insurance to include products liability, covering concessionaire's operation on or about the concession areas, with limits of twenty-five thousand dollars (\$25,000) per person and one hundred thousand dollars (\$100,000) per occurrence for bodily injuries, and five thousand dollars (\$5,000) per occurrence for property damage.
- 11) Bid: Bid must be submitted as a single annual guarantee payment for each location. Bidders may bid one or more locations, but award will be made on a per location basis. All bids or none will be considered.

Bids must be submitted on this form only.

ITEM 1: WOODLAWN, 1103 Cincinnati	\$ _____	per season
ITEM 2: CONCEPCION, 500 W. Theo	\$ _____	per season
ITEM 3: ELMENDORF, 121 Shore Drive	\$ _____	per season
ITEM 4: SAN PEDRO, 2200 N. Flores	\$ <u>300.</u>	per season
ITEM 5: ROOSEVELT, 300 Roosevelt	\$ _____	per season

- 12) Payment: Payment of the annual guarantee will be made in four equal installments by the tenth day of the months of June, July, August and September.

ADDRESS ENVELOPE: Director of Purchasing and General Services
P.O. Box 9066
San Antonio, Texas 78235

MARK ENVELOPE: "BID TO FURNISH FOOD AND BEVERAGE CONCESSION AT
WOODLAWN, CONCEPCION, ELMENDORF, SAN PEDRO AND ROOSEVELT
SWIMMING POOLS"

NAME OF BIDDER OR CONTRACTOR	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	DATE
MARCENT SPECIALTY 5114 GALAHAD DR. S-A TEX 78218	<i>Marcent M. Bentuata</i> owner	3/21/86

MARCENT SPECIALTY CO.

MENU FOR SAN PEDRO POOL

HOT DOGS	.75
CHILI HOT DOG	1.00
CHILI/CHEESE/HOT DOGS	1.25
NACHOS	1.50
FRITO PIE	1.00
SNO CONES	.50
POPCORN	.50
PICKLES	.50
CANDY	.50
COLD DRINKS	
SM	.50
MED	.75
LG	1.00

Vincent M Bertuzzi
VINCENT M BERTUZZI
5114 GALAHAD DR
77218
(512) 655 6638
3/21/86

EMPLOYEE'S INSURANCE AGENCY

1617 SW Military Drive
SAN ANTONIO, TEXAS 78221

DATE DEC. 27, 1985

TO (512) 921-2585

SUBJECT MARCENT CONCESSION POOL

CITY OF SAN ANTONIO
P.O. BOX 9066
CITY 78285
ATTN: KENNETH SAMPSON
DEPT. OF PARKS AND RECREATION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1985 JAN -2 PM 1:56

DEAR MR. SAMPSON:

> CONCERNING THE ABOVE SUBJECT I APOLOGIZE FOR ANY INCONVENIENCE WE MAY HAVE CAUSED YOU AND THE INSURED. DUE TO THE FIRST BINDER NEVER LOCATED A SECOND BINDER WAS SET-UP WHICH WAS 9/16/85 . IF YOU SHOULD HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL OUR OFFICE. THANK YOU, ERMA

RC # 26-3568

SIGNED

PLEASE REPLY NO REPLY NECESSARY



CITY OF SAN ANTONIO

P O BOX 9066

SAN ANTONIO TEXAS 78285

April 8, 1985

Mr. Juan Sanchez
410 Vanderbilt Street
San Antonio, Texas 78210

Dear Mr. Sanchez:

A review of insurance coverage required under terms of your contract with the City indicates no record of your having reported current coverage.

If your coverage has expired, please take steps to obtain same as soon as possible. A copy of this insurance must be filed with the City Clerk at City Hall.

If you have current coverage in effect, please send the undersigned a copy of the certificate or have your agent send it to us. We will insure that a copy is filed with the City Clerk as prescribed by the contract.

Thank you for your cooperation.

Sincerely,

KENNETH SAMPSON
Department of Parks and Recreation

KS:mj

cc: City Clerk
Internal Audit
Risk Management

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1985 APR -9 AM 9 51

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT REPRESENT THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY GENE CANAVAN & ASSOCIATES, INC. P. O. BOX 16007 SAN ANTONIO, TEXAS 78216 TELEPHONE (512) 366-1500	COMPANIES AFFORDING COVERAGES COMPANY LETTER A INA OF TEXAS COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED NARGENT CONCESSIONS VINCENT BERTIROTTI DBA 5114 GALAHAD SAN ANTONIO, TEXAS 78218	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	GLP GO 57 34 73 3	5-26-85	BODILY INJURY	\$ 100	\$ 100
				PROPERTY DAMAGE	\$ 5	\$ 25
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED	THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE OR ANY PROVISION OF THE ABOVE CAPTIONED INSURANCE POLICY.		BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		\$ (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
CONCESSION SALES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
CITY OF SAN ANTONIO
DEPARTMENT OF PARKS & RECREATION
 P. O. BOX 9066
 SAN ANTONIO, TEXAS 78285
ATTENTION: SAMPSON

DATE ISSUED May 8, 1984/maj

 AUTHORIZED REPRESENTATIVE
GENE CANAVAN & ASSOCIATES, INC.

THIS CERTIFICATE OF INSURANCE
NEITHER AFFIRMATIVELY NOR NEGATIVELY
AMENDS, EXTENDS OR ALTERS THE
COVERAGE OR ANY PROVISION OF THE
ABOVE CAPTIONED INSURANCE POLICY.

RECEIVED
MAY 18 1984
CITY OF SAN ANTONIO
AUDIT DIVISION

James E. ...

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY <p style="text-align: center;">EMPLOYEES INSURANCE AGENCY 627 W. HILDEBRAND SAN ANTONIO, TEXAS 78212 PHONE: (512) 734-5315</p>	COMPANIES AFFORDING COVERAGES COMPANY LETTER A GREAT SOUTH WEST FIRE INSURANCE CO COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED <p>JUAN S. SANCHEZ 410 VANDERBILT SAN ANTONIO, TEXAS 78210</p>	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY OWNERS, LANDLORDS AND TENANTS LIABILITY	AGL171118	05/20/84 05/20/85	BODILY INJURY	\$ 100	\$
				PROPERTY DAMAGE	\$ 5	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	
	OTHER				(EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CONCESSION STAND - ROOSEVELT PARK, SAN ANTONIO, TEXAS

RECEIVED
 CITY OF SAN ANTONIO
 CITY CLERK
 JUN 31 1984
 3:37 PM

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the insurance company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
SA/PAR
115 PLAZA DE ARMAS
P.O. BOX 9066
SAN ANTONIO, TEXAS 78295

ATTEN: KENNETH SAMPSON, PROGRAM COORDINATOR

DATE ISSUED 07-24-84ks
EMPLOYEES INSURANCE AGENCY

 AUTHORIZED REPRESENTATIVE

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY EMPLOYEES INSURANCE AGENCY 627 W. HILDEBRAND SAN ANTONIO, TEXAS 78212 PHONE: (512) 734-5315	COMPANIES AFFORDING COVERAGES COMPANY LETTER A GREAT SOUTH WEST FIRE INSURANCE CO COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED JUAN S. SANCHEZ 410 VANDERBILT SAN ANTONIO, TEXAS 78210	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY OWNERS, LANDLORDS AND TENANTS LIABILITY	AGL171118	05/20/84 05-20-85	BODILY INJURY	\$ 100	\$
				PROPERTY DAMAGE	\$ 5	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

CONCESSION STAND - ROOSEVELT PARK, SAN ANTONIO, TEXAS

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER
SA/PAR
 115 PLAZA DE ARMAS
 P.O. BOX 9066
 SAN ANTONIO, TEXAS 78295
KENNETH SAMPSON, PROGRAM COORDINATOR

DATE ISSUED **05-15-84ks**
EMPLOYEES INSURANCE AGENCY

 AUTHORIZED REPRESENTATIVE
 26-3575 Marcent Concess

RECEIVED

MAY 24 1984

**CITY OF SAN ANTONIO
AUDIT DIVISION**

EMILIO REYES, CLERK
927 W. HUBBARD
SAN ANTONIO, TEXAS 78207

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Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS THE COVERAGES AND LIMITS OF THE POLICIES LISTED BELOW.
 THIS CERTIFICATE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY RICHARD GILL COMPANY PO BOX 599-I SAN ANTONIO, TX 78292	COMPANIES AFFORDING COVERAGES COMPANY LETTER A TERRA NOVA INSURANCE COMPANY COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED JUAN S. SANCHEZ 410 VANDERBILT SAN ANTONIO, TX 78210	INTERNAL AUDIT JUN 18 1982

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	T10052-01268	09/07/82	BODILY INJURY	\$ 100,	\$ 100,
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 5,	\$ 5,
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 7	\$ 7
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY	\$ 100.05	\$ 100.05
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$ 50	\$ 50
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$ 50	\$ 50
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	\$ (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
CONCESSION STAND - ROOSEVELT PARK, 700 LONE STAR BLVD, SAN ANTONIO, TX

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company

NAME AND ADDRESS OF CERTIFICATE HOLDER
CITY OF SAN ANTONIO
PO BOX 9066
SAN ANTONIO, TX 78285
ATTN: JOHN W. BROOKS
PURCHASING & CENTRAL SUPPLY

DATE ISSUED **JUN 18, 1982**

E. G. George
 AUTHORIZED REPRESENTATIVE

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PROD/CER 342703 COMM:

VINCENT BERTIROTTI DBA NARCENT CONCESSIONS 514 SALAHAD SAN ANTONIO TX 78213

GENE CANAVAN & ASSOCIATES PG BOX 16007 SAN ANTONIO TX 78216

SERVICE OFFICE: SAN ANTONIO 531

IIC CODE: 58122

ICD CODE: J INDUSTRY CODE: P6

POLICY IS: RENEWAL OF POLICY NO. CG 213835

NAMED INSURED IS: INDIVIDUAL OCCUPATION: RESTAURANT

POLICY PERIOD: FROM 05/26/83 TO 05/26/84 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$78 *June 5-11-83*

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGE PARTS	LIMITS OF LIABILITY			
	BODILY INJURY		PROPERTY DAMAGE	
	EACH OCCURRENCE	AGGREGATE	EACH OCCURRENCE	AGGREGATE
COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$100,000	---	\$5,000	\$25,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 POOL CONCESSIONS SAN ANTONIO, TEXAS AREA

Gene Canavan

LD-9F96

(CONTINUED ON NEXT PAGE)

PAGE 1

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

PRODUCER S/O. RIC AUDIT

6 mos. 5-12-83

830425 SA



DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PRODUCER

VINCENT BERTIOTTI DBA NARCENT
CONCESSIONS
514 GALAHAD
SAN ANTONIO TX 78213

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION COVERAGE PREMIUM BASIS CODE EXPOSURE RATE PREMIUM

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:
H-RECEIPTS - PER \$100 OF RECEIPTS

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

CLASS CODE	CLASSIFICATION DESCRIPTION	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
1-58121	CONCESSIONAIRES - SELLING BEVERAGES OR FOOD BY MEANS OF HAWKING OR PEDDLING				
BI		H	9000	.6390	58
PD		H	9000	.0200	20MP

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION - COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INDEPENDENT CONTRACTORS HAZARD

CLASS CODE	CLASSIFICATION DESCRIPTION	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
3-17982	OPERATIONS - NOC				
BI				IF ANY	
PD				IF ANY	



DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PRODUCER

VINCENT BERTIOTTI DBA NARCENT
CONCESSIONS
514 GALAHAD
SAN ANTONIO TX 78213

SCHEDULE OF COVERAGES CONT'D

PRODUCTS - COMPLETED OPERATIONS HAZARD

NO KNOWN EXPOSURE AT INCEPTION COVERED, IF ANY EXPOSURE,
AT COMPANY'S MANUAL RULES AND RATES

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$78

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
LD4F02	PRODUCTS HAZARD EXCEPTIONS THIS ENDORSEMENT APPLIES TO THE FOLLOWING OPERATION(S): 58121 CONCESSIONAIRES - SELLING BEVERAGES OR FOOD BY MEANS OF HAWKING OR PEDDLING	

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$78
TOTAL ADVANCE PREMIUM	\$78

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

- LD-1G00 GENERAL LIAB. STD. PROV. JACKET
- LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
- GL-0103 AMENDATORY ENDORSEMENT-NOTICE (TEXAS)
- LD-4F02 PRODUCTS HAZARD EXCEPTIONS

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.



INA OF TEXAS

POLICY IDENTIFICATION

GLP 60 12 72 41 A

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PRODUCER

VINCENT BERTIROTTI DBA NARCENT
CONCESSIONS
514 SALAHAD
SAN ANTONIO TX 78213

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: _____
DATE: _____

AUTHORIZED AGENT:

LD-9F96

(LAST PAGE)

PAGE 4

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PRODUCER S/D RIC AUDIT 830425 SN



PRODUCTS HAZARD EXCEPTIONS

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

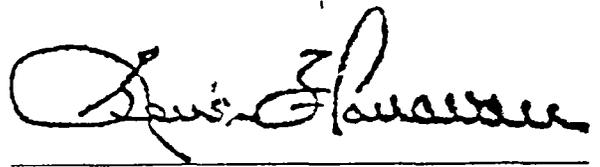
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that the products hazard does not include bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed in connection with

the use of any premises owned by or rented to the Named Insured

operations conducted by or on behalf of the Named Insured

connected with operations and products of the Named Insured



Authorized Agent

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective
Named Insured

Policy No

Endorsement No

Countersigned by *[Signature]*
(Authorized Representative)

GENERAL LIABILITY
AMENDATORY ENDORSEMENT—NOTICE
(Texas)

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy

RECEIVED

JUL 13 1983

CITY OF SAN ANTONIO
AUDIT DIVISION



DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PRODUCER 342703

COMM:

VINCENT BERTIOTTI DBA NARCENT
CONCESSIONS
514 GALAHAD
SAN ANTONIO TX 78213

GENE CANAVAN & ASSOCIATES
PO BOX 16007
SAN ANTONIO TX 78216

SERVICE OFFICE: SAN ANTONIO

531

IIC CODE: 58122

IOD CODE: J

INDUSTRY CODE: P6

POLICY IS: RENEWAL OF POLICY NO. CG 213835

NAMED INSURED IS: INDIVIDUAL
OCCUPATION: RESTAURANT

POLICY PERIOD: FROM 05/26/83 TO 05/26/84 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: ANNUAL

ADVANCE PREMIUM (TOTAL) \$78 *Inv. 5-11-83 ced*

PREMIUMS RESULTING FROM AUDIT ARE IN ADDITION HERETO.

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY INSURANCE	BODILY INJURY		PROPERTY DAMAGE	
	EACH OCCURRENCE	AGGREGATE	EACH OCCURRENCE	AGGREGATE
	\$100,000	---	\$5,000	\$25,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 POOL CONCESSIONS SAN ANTONIO, TEXAS AREA

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CITY CLERK
1983 JUL 12 AM 8:40

D-9F96

(CONTINUED ON NEXT PAGE)

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St. ins. 5-12-83 ced

830425 SN

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

PRODUCER

VINCENT BERTIROTTI DBA NARCENT CONCESSIONS 514 GALAHAD SAN ANTONIO TX 78213

[Signature]

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS: FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION COVERAGE PREMIUM BASIS CODE EXPOSURE RATE PREMIUM

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY: H-RECEIPTS - PER \$100 OF RECEIPTS

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

	1-58121		CONCESSIONAIRES - SELLING BEVERAGES OR FOOD BY MEANS OF HAWKING OR PEDDLING			
1	BI	H	9000	.6390		58
	PD	H	9000	.0200		20MP

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION - COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INDEPENDENT CONTRACTORS HAZARD

	3-17982		OPERATIONS - NOC			
	BI		IF ANY			
	PD		IF ANY			

[Signature]



DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED:

PRODUCER:

VINCENT BERTIOTTI DBA NARCENT CONCESSIONS 514 GALAHAD SAN ANTONIO TX 78213

[Signature]

SCHEDULE OF COVERAGES CONT'D

PRODUCTS - COMPLETED OPERATIONS HAZARD

NO KNOWN EXPOSURE AT INCEPTION COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUAL RULES AND RATES

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$78

ADDITIONAL COVERAGES

Table with 3 columns: ENDORSEMENT NUMBER, ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS, PREMIUM. Includes LD4F02 and 58121 CONCESSIONAIRES - SELLING BEVERAGES OR FOOD BY MEANS OF HAWKING OR PEDDLING.

PREMIUM SUMMARY INFORMATION

Table with 2 columns: Description, Premium. Rows for COMPREHENSIVE GENERAL LIABILITY INSURANCE (\$78) and TOTAL ADVANCE PREMIUM (\$78).

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

- LD-1G00 GENERAL LIAB. STD. PROV. JACKET
LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
GL-0103 AMENDATORY ENDORSEMENT-NOTICE (TEXAS)
LD-4F02 PRODUCTS HAZARD EXCEPTIONS

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

[Signature]

LD-9F96

(CONTINUED ON NEXT PAGE)

PAGE 3

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED:

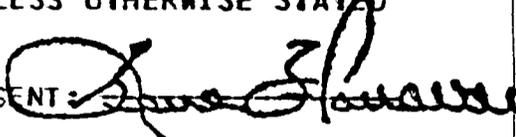
VINCENT BERTIROTTI DBA NARCENT
CONCESSIONS
514 GALAHAD
SAN ANTONIO TX 78213

PRODUCER



DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: _____
DATE: _____

AUTHORIZED AGENT: 





PRODUCTS HAZARD EXCEPTIONS

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy

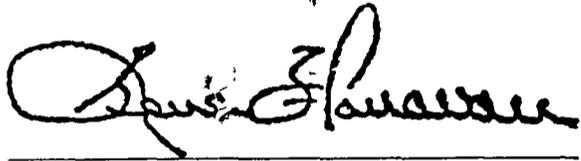
This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that the products hazard does not include bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed in connection with

- 1. the use of any premises owned by or rented to the Named Insured, or
- 2. any operation conducted by or on behalf of the Named Insured

at premises or such operations are designated in the declaration subject to this endorsement



Authorized Agent



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective

Policy No

Endorsement No

Named Insured

Countersigned by

[Handwritten Signature]
(Authorized Representative)

GENERAL LIABILITY

**AMENDATORY ENDORSEMENT—NOTICE
(Texas)**

As respects bodily injury liability coverage and property damage liability coverage, unless the company is prejudiced by the insured's failure to comply with the requirement, any provision of this policy requiring the insured to give notice of action, occurrence or loss, or requiring the insured to forward demands, notices, summons or other legal process, shall not bar liability under this policy



CITY OF SAN ANTONIO

P O BOX 9066

SAN ANTONIO TEXAS 78285

May 11, 1983

Mr. Vincent M. Bertirotti, Partner
Marcent Concessions
5114 Galahad Dr.
San Antonio, Texas 78218

Dear Mr. Bertirotti:

A review of insurance coverage required under terms of your contract with the City indicates no record of your having reported current coverage.

Your insurance requirements calls for Public Liability insurance which will include products liability, covering your concession operation on or about the concession areas with limits of twenty-five thousand dollars (\$25,000) per person and one hundred thousand dollars (\$100,000) per occurrence for bodily injuries and five thousand dollars (\$5,000) per occurrence for property damage.

If your coverage has expired, please take steps to obtain same as soon as possible. A copy of this insurance must be filed with the City Clerk at City Hall. Failure to do so could result in cancellation of your contract.

If you have current coverage in effect, please send the undersigned a copy of the certificate or have your agent send it to us. We will insure that a copy is filed with the City Clerk as prescribed by the contract.

Sincerely,

RONALD R. DARNER, DIRECTOR
Department of Parks & Recreation

RRD:ma

cc: City Clerk
Internal Audit
Risk Management

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1983 MAY 12 PM 12:08



CITY OF SAN ANTONIO

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
1983 MAY 12 12:08

P O BOX 9066

SAN ANTONIO TEXAS 78285

May 11, 1983

Mr. Juan S. Sanchez
410 Vanderbilt St.
San Antonio, Texas 78210

Dear Mr. Sanchez:

A review of insurance coverage required under terms of your contract with the City indicates no record of your having reported current coverage.

Your insurance requirements calls for Public Liability insurance which will include products liability, covering your concession operation on or about the concession areas with limits of twenty-five thousand dollars (\$25,000) per person and one hundred thousand dollars (\$100,000) per occurrence for bodily injuries and five thousand (\$5,000) per occurrence per property damage.

If your coverage has expired, please take steps to obtain same as soon as possible. A copy of this insurance must be filed with the City Clerk at City Hall. Failure to do so could result in cancellation of your contract.

If you have current coverage in effect, please send the undersigned a copy of the certificate or have your agent send it to us. We will insure that a copy is filed with the City Clerk as prescribed by the contract.

Thank you for your cooperation.

Sincerely,

RONALD R. DARNER, DIRECTOR
Department of Parks & Recreation

RRD:ma

cc: City Clerk
Internal Audit
Risk Management

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	4/27/1		
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	4/27. 1		
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT			
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	4/27.		
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.	4/27.		
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.	4/27.		
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

ITEM NO. 22

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: APR 27 1967

MOTION BY: [Signature] SECONDED BY: _____

ORD. NO. 35370 ZONING CASE _____

RESOL. _____ PETITION _____

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE No. 2		✓	
ROBERT C. JONES PLACE No. 3		✓	
S. H. JAMES PLACE No. 4		✓	
MRS. S. E. COCKRELL, JR. PLACE No. 5		✓	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE No. 7		✓	
GERALD PARKER PLACE No. 8		✓	
ROLAND C. BREMER PLACE No. 9		✓	

BRIEFED BY: _____

ADDITIONAL INFORMATION:

*2 copies to Ham Savage
for check for signature
4/3 JAS*

REMARKS:

J. H. INSELMANN

#2