

**Information:**

**Drawer:** Accounts Payable - Invoices

**Vendor Number:** 1782860

**Vendor Name:** DuPage Tents and Events

**Check Details:**

**Check Number:** E0109633

**Check Amount:** \$ 1,217.85

**Check Date:** 9/23/2025

**Invoice Details:**

**Invoice Number:** 230709963

**Invoice Date:** 9/18/2025

**PO Number:** P0019477

**Voucher Number:** V0904527

**Document Type:** AP Invoice

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**Document Below**



**DuPage Tents & Events**  
63 Eisenhower Ln S  
Lombard, IL 60148  
P: (630) 270-0728  
info@dupagetents.com  
[dupagetents.com](http://dupagetents.com)

**Robert Iodice**  
(630) 930-2557  
info@dupagetents.com

**PAYMENTS**

Invoice #230709963  
Invoice Date Sep 18, 2025  
PO #: P0019477

**Contact**  
Amy Frese  
College of DuPage  
(630) 942-2205  
fresea@cod.edu

**Notes**  
Friday Set up /Saturday Take Down

**Event Information**  
College of DuPage Homecoming 2025  
  
**Location / Venue**  
College of DuPage  
425 Fawell Blvd, Glen Ellyn, IL 60137

**Payments** As of 6:38 PM, 9/22/2025

ID	Method	Date	Status	Charged	Fees	Applied Amount
<b>Totals</b>				<b>\$0.00</b>	<b>-\$0.00</b>	<b>\$0.00</b>

**Make checks payable to:**  
DuPage Tents & Events  
1346 Foxglove Dr, Batavia, IL 60510  
*Memo:* Invoice #230709963

<b>Payment Summary</b>	
Applied Payments	\$0.00
Refunds	-\$0.00
<b>Total Paid</b>	<b>\$0.00</b>

<b>Balance</b>	
Contract Total*	\$4,871.40
Due Now	\$1,217.85
Due by Oct 1, 2025	\$3,653.55
<b>Remaining Balance*</b>	<b>\$4,871.40</b>

Additional payment processing fees may apply

**DuPage Tents** <info@dupagetents.com>

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**[External] P0019477**

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**DuPage Tents** <info@dupagetents.com>

Mon, Sep 22, 2025 at 11:40 PM UTC

CC:

BCC:

**CAUTION:** This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

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**1 attachment**

cod payment.pdf

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 2.21, Vendor Payment.

Date: 9/23/25 Vendor ID: 1782860 Vendor Name: DuPage Tents and Events  
 Payee Address: 1346 Foxglove Dr, Batavia, IL 60510 Payment Due Date: 1217.85

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
230709963	01-80-00773-5309001	Public Relations:Other Contractual Services	1,217.85
<b>Total</b>			<b>\$ 1,217.85</b>

Check the appropriate box below:

- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Down payment for the tents for Homecoming event

Other Instructions:

Needs payment to be made as soon as possible to insure tents are delivered on time for this event.

### All requests will require the following approvals:

Requester: Lisa Tejeda Digitally signed by Lisa Tejeda  
Date: 2025.09.23 11:21:54 -05'00' Print Name: \_\_\_\_\_  
 Budget Officer: Wendy E Parks Digitally signed by Wendy E Parks  
Date: 2025.09.23 11:12:53 -05'00' Print Name: \_\_\_\_\_

Requests \$10,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$25,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

## Check Request Form (*cont.*)

### Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

**"Barrios, Isabel"** <barriosi142@cod.edu>

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**Check Request Form.pdf**

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**"Barrios, Isabel"** <barriosi142@cod.edu>

Tue, Sep 23, 2025 at 04:33 PM UTC

CC:

BCC:

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**1 attachment**

Check Request Form.pdf

✓ Approved Quote

✓ Signed Contract

3 Pay Invoice

\$1,217.85

Due Now

Pay Online

Purchase Order ##: P0019477

[Edit](#)

### Invoice Summary

Contract Total	\$4,871.40
Total Paid	\$0.00
<b>Remaining Balance</b>	<b>\$4,871.40</b>

### Notes:

Friday Set up /Saturday Take Down

Make checks payable to:

DuPage Tents & Events  
1346 Foxglove Dr, Batavia, IL 60510

Memo: Invoice #230709963

🔒 **Unlock Event Protection**

### Protect Your Event from Accidents & Damage

Event insurance helps cover costs if someone gets hurt or property is damaged during your event. Many event hosts choose this protection for peace of mind.

- ✓ Venue damage - Protects your deposit
- ✓ Guest injuries - Up to \$1M coverage
- ✓ Peace of mind - For your special day

Starting At

**\$95**

Get instant quote in 90 seconds

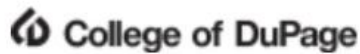
Get a Quick Quote

*Provided by ViCoverage, a licensed insurance business.*

### Payment Schedule

Due	Status	Amount
Sep 23, 2025	Unpaid	\$1,217.85
Oct 1, 2025	Unpaid	\$3,653.55





## **SERVICE AGREEMENT BETWEEN COLLEGE OF DUPAGE AND DUPAGE TENTS & PARTY**

This AGREEMENT ("**Agreement**") is entered into on October 03, 2025 by and between **College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois** ("**College**") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and **DuPage Tents & Party** ("**Contractor**") having an address at 63 Eisenhower Lane, Lombard, IL 60148.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project, as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

### **1. Scope of Services and Performance**

As directed by the College, Contractor will provide Setup services: Setup, delivery and takedown for 5 tents with sidewalls, 32 water barrels for stabilizing, 4 cocktail tables, 40 padded chairs, 2 generators,, rustic farm table for the College in connection with this Agreement. Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule described in the scope of services. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner and (ii) of any work requested by the College that is not included in the scope of services provided in this section.

Contractor will perform the services in accordance with all applicable laws, rules, regulations and applicable grants or contracts, including equal employment opportunity and import and export control laws and regulations. All documents, drawings, surveys, and reports (including those in electronic form) prepared by Contractor pursuant to this Agreement are the property of the College. The College will have the right to utilize such documents, drawings, surveys, and reports in the event the College expands the services, corrects any deficiencies, or makes any repairs or renovations to the services.

### **2. Payment**

The College will pay Contractor for services properly performed under this Agreement the amounts set forth as the fees. The fees specified in the costs or itemized time and material rates along with any expenses represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The amount due to Contractor under this Agreement may not exceed \$4,871.40 without the College's prior written approval.

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act. In the event of termination by the College as hereinafter provided, Contractor will be paid for services properly rendered prior to termination as provided below. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited to the fees defined in this section.



THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

Page 1 of 5

### 3. Term

The term of this Agreement is from October 03, 2025 to October 04, 2025 unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory of the College of DuPage.

### 4. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

### 5. Insurance

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

**TYPE OF INSURANCE MINIMUM INSURANCE COVERAGE** Combined Single Limit Per Occurrence/Aggregate

#### **Commercial General Liability** including:

1. Premises – Operations \$1,000,000 / \$2,000,000
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

#### **Automobile Liability**

Owned, Non-owned, or Rented \$1,000,000 / \$2,000,000

**Workers' Compensation and Employers' Liability** As Required by Applicable Laws.

**Professional Liability** If Performance Specifications are

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Page 2 of 5

Required by the Contract

**6. Termination**

The College may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated pursuant to this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College will have no liability to the Contractor beyond the date of termination. Further, if the Agreement is terminated for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement prompting the termination.

**7. Compliance with Laws**

Contractor shall observe and comply with all State of Illinois, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to the College of DuPage.

- a. Human Rights Act: To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act, 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.
- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

**8. Entire Agreement**

This Agreement represents the entire agreement between Contractor and the College and supersedes all

prior negotiations or agreements, written or oral. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control.

#### 9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this

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Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

#### 10. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

#### 11. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

#### 12. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement. Contractor further represents that it has no known and undisclosed familial relationship (as currently defined under applicable College policies) with any College of DuPage Administrator, Employee, Trustee, Committee member, or College of DuPage Foundation Board Member.

#### Signature Page Follows

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.	Page 4 of 5
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Signature Page

This Agreement has been executed the day and year provided below.

COLLEGE OF DUPAGE

CONTRACTOR:

DuPage Tents & Party

Robert Iodice

Owner, DuPage Tents and Events

Signed by:

49066CF0BC3F425...

Ellen M. Roberts

Vice President, Administrative Affairs

9/18/2025

Signature Signature



Tax ID or FEIN 86-3572327

Date: Date:9.17925

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.	Page 5 of 5
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DUPATEN-01

CKOHOUT

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
9/4/2025

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

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

<b>PRODUCER</b> J. Krug 1 Pierce Place Suite 1250W Itasca, IL 60143	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (847) 392-8585	<b>FAX (A/C, No):</b> (847) 392-8137	
	<b>E-MAIL ADDRESS:</b> certificates@jkrug.com		
<b>INSURED</b>  Dupage Tents And Events, Inc. 63 S Eisenhower Ln Lombard, IL 60148	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : West Bend Insurance Company</b>		<b>15350</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

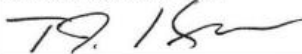
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		B106659	7/13/2025	7/13/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B106659	7/13/2025	7/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	B654395	7/13/2025	7/13/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ <b>1,000,000</b> E.I. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.I. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The following are added as additional insured with respect to general liability, as required by written contract:  
College of Dupage

**CERTIFICATE HOLDER****CANCELLATION**

College of Dupage 425 Fawell Blvd Glen Ellyn, IL 60137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II - Who is An Insured** is amended to include as an additional insured any person or organization you are required by a written contract to name as an additional insured.

The written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B.** The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
  - a. your ongoing operations performed for the insured at the location designated in the written contract; or
  - b. premises owned or used by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a written contract or written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

- D.** As respects the coverage provided under this endorsement, Paragraph **4.b. Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

#### **4. Other Insurance**

##### **b. Excess Insurance**

This insurance is excess over:

Any other valid and collectible insurance available, procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.