

**CONSULTING SERVICES AGREEMENT FOR THE PREPARATION OF A FEASIBILITY STUDY REGARDING THE CREATION OF A PUBLIC MARKET FOR THE CITY OF GRAND JUNCTION, COLORADO**

This agreement (“Agreement”) is made and entered into this April 28, 2022 (the “Effective Date”) between the City of Grand Junction, (the “Client”) and Aaron Zaretsky, Principal, Public Market Development, (the “Consultant”).

**WITNESSETH:**

**WHEREAS**, The Client wishes to engage a qualified and experienced Consultant to provide Public Market feasibility services for the forecasting, planning and possible development of a Public Market, as that term is defined herein, to be located in Grand Junction, CO;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged for the making and enforcement of this Agreement, it is agreed by and between the Client and the Consultant that the Client hereby engages the Consultant to perform the services detailed in Attachment A to this Agreement (“Services”). Attachment A is incorporated by this reference as if fully set forth.

By and with their signature the Consultant agree to perform the Services on the following terms and conditions and with the understandings and agreements herein stated.

**ARTICLE I**

**TERMS AND CONDITIONS OF THIS AGREEMENT**

**SECTION I-1. TERM OF SERVICES.** The Consultant Services are as described in Attachment A. The Consultants shall commence work within a mutually agreeable time following the execution of this Agreement and shall complete their work on or before 150 days after execution of this Agreement.

This Agreement shall remain in effect until any of the following occurs: (1) it expires; (2) the Consultant’s services are complete and accepted by the Client; or (3) the Agreement is terminated for convenience by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation sent to the cancelling party by the non-cancelling party at the address shown in \_\_\_\_\_.

Should Client elect to cancel the Agreement, Consultant will be paid in full for work already performed prior to the cancellation that the Client has verified and agreed to be complete to date of the cancellation. All documents, reports, drawings, etc. for work performed to the point of cancellation shall become the property of the Client.

All drawings, specifications and copies furnished by the Client are, and shall remain, Client property. They are not to be used on any other project.

All plans, prints, designs, concepts, *etc.*, produced from this Agreement shall become the property of the Client.

**All work to be done will be done under a mutually agreed contract/agreement and/or approved scope of service. All work and estimates of costs to be mutually approved.**

**Contract amount for all consulting work shall be based upon a mutually agreed per product basis. Travel arrangements and actual travel counts as consulting time. To the extent possible, travel time will be utilized to review project materials.**

**Billable hours spent consulting away from consultant’s home office (including travel time) will be capped at 8 hours per day - even though consultant would anticipate routinely exceeding that amount of time – often 16 hours/day. Expenses (only) will be billed at 1.1 of actual cost to cover administration and incidentals.**

**Consultant’s nearest airport (AVL), typically charges much more for flights than more distant airports. In the event that total expenses work out to be less expensive for the Client, Consultant is authorized to fly from a more distant airport (typically GSP), and is further authorized to stay in a hotel and eat dinner the evening before the flight to facilitate flying out the following morning. Consultant agrees to not charge for this extra travel time and Client agrees to pay these excess costs (1 extra hotel evening and 1 extra dinner) - only if the total expenses are less costly to the Client than if Consultant had flown from his nearest airport at AVL.. Should Consultant exercise this option, Consultant shall provide documentation to the Client for such.**

**Consultant will maintain receipts for 7 years - unless copies are requested by client. At Consultant's option, travel, food, and hotels may be billed at 2021 allowable IRS per-diem costs.**

**Agreement shall be interpreted under the laws of Colorado.**

**Payments are due 30 days after the presentation of an invoice(s). An unpaid invoice(s) that is(are) not reasonably disputed by the Client, becomes delinquent after 30 days after the Client's receipt of the invoice(s). Any late payment of a non-reasonably contested invoice(s) will accrue interest at 18% per year, starting 31 days after the date payment is due. The Consultant will present an invoice(s) to the Client no more frequently than every 50 days with no more than three invoices during the term of the Agreement.**

**It is the intention of the Consultant and the Client as the parties to this Agreement that the Consultant's performance hereunder, and all suits and special proceedings arising out of or under the Agreement be construed in accordance with and under and pursuant to the laws of the State of Colorado. Attorney's fees shall be borne by each party in an action to interpret or enforce the terms of this Agreement, except as provided in C.R.S. 13-17-102 and decisions construing the same.**

**Consultant will provide his best efforts to assist Client, however, Consultant does not warranty Client's business venture.**

**These Terms of Service are deemed included in any Agreement between Consultant, Subconsultants and Client.**

**SECTION I-2. MAJOR OR MINOR CHANGES TO THIS AGREEMENT.** Client may, at any time, request changes in the Consultant's scope of services. Such changes, may, by mutual written agreement between the Consultant and the Client, increase or decrease the scope and/or amount of time devoted to tasks and compensation established in Attachment A to this Agreement.

If Client requests Consultant to perform services that are not provided in Attachment A, then those services shall be regarded as Additional Services with compensation therefore to be determined with the mutual agreement of the Client and the Consultant.

**SECTION I-3. CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS AND GOVERNMENT AGENCIES.** The Consultant shall fully cooperate with the Subconsultants, employee(s), or committees and elected or appointed officials and as reasonably necessary or appropriate, incorporate the information, suggestions and input derived from such cooperation into the Consultant's work and deliverables.

**SECTION I-4. INDEMNIFICATION.** Consultants, jointly and severally, shall defend, indemnify and save harmless the Client and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultants, or of any agent, employee, sub-contractor or supplier of the Consultant in the execution of, or performance under, any contract which may result from this Agreement. The Consultants, jointly and severally, shall pay any judgment with cost which may be obtained against the Client growing out of such injury or damages.

**SECTION I-5. PROHIBITED INTEREST.**

**Conflict of Interest.** The Consultant warrant that he and she, jointly and severally, presently has(have) no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of the services hereunder. The Consultants further agree that, in the performance of the Agreement, no person having any such interest shall be employed, engaged or other relationship formed by the Consultant.

**SECTION I-6. SUBCONTRACTING.** With only the exception of the services of Architect, Mark Ernst referenced in Attachment A, and Kathryn Bedell, the Consultant shall not subcontract any part of the work covered by this Agreement without permission from the Client. Ernst and Bedell will subcontract with Consultant as provided in Attachment A. Additionally, the Consultant shall be responsible to the Owner for the acts and omissions of all his employees and all other consultants or persons (sub-contractors) performing any of the services under a contract with the Consultant. A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The Consultant shall be responsible for the management of any and all sub-contractors the assign to provide services to this contract.

**SECTION I-7. COMPLIANCE WITH LAWS.** The Consultant and all his employees and all other consultants or persons (sub-contractors) performing any of the services under a contract with the Consultant shall comply with all applicable federal, state, and municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the performance of the work..

**SECTION I-8. INDEPENDENT CONTRACTOR.** The Consultant and Subconsultants shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.

**SECTION I-9. NOTICES.** All notices shall be in writing and any notices, demands and other papers or documents shall be delivered to the parties as identified herein.

**SECTION I-10. ACCURACY OF SERVICES.** During the term of this Contract, the Consultant will correct any errors or omissions in products provided to the Client at no additional cost when requested by Client. Editing changes suggested to Consultant by Client will be corrected, with no further cost. Direction/notification of any errors or omissions shall be communicated solely from the Clients Project Manager.

**SECTION I-11. REQUIREMENTS FOR RELEASE OF STUDY INFORMATION TO THE PUBLIC.** Unless otherwise authorized in writing by the Client, information gathered by the Consultant during the course of the performance of the work shall be privileged information and shall be kept confidential for the use of the Client. The Consultants shall not disclose information, findings or conclusions, in whole or in part to any persons whatsoever, other than to submit written documentation to the Client. Consultant further agrees to discuss the same only with authorized representatives of the Client unless otherwise authorized to do so by the Client.

**SECTION I-12. CHOICE OF LAW.** This Agreement shall be deemed to have been executed in Grand Junction, Colorado and all questions of interpretation and construction shall be governed by the Laws of the State of Colorado.

**SECTION I-13. FAILURE TO ENFORCE.** Failure by either party at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any rights or remedies that such party may have. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the Client or the Consultant to enforce any provision at any time in accordance with its terms.

**SECTION I-14. SEVERABILITY OF PARTS OF THIS CONTRACT.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement by either party, both parties shall promptly negotiate a mutually agreeable replacement provision that addresses the intent of such provision.

## **ARTICLE II - COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

**SECTION II-1. COMPENSATION FOR CONSULTANT SERVICES.** Hotel, auto travel, and/or food and incidentals, may be billed at the current IRS allowance for travel, food and or lodging to and within Grand Junction, Colorado, or at actual cost, whichever is lesser. Any additional trips or expenses not already identified in this Agreement must be mutually agreed between Client and Consultant. Consultant will charge an administrative and incidentals fee not to exceed 10% of actual costs of all direct expenses (only). Any additional expense costs shall require a contract amendment as mutually agreed between the parties. Compensation for the scope of services identified in this Agreement not amended by mutual agreement between the parties to this Agreement, shall not exceed the amount reflected in Attachment A (including fees referenced for Mark Ernst and Kathryn Bedell). The Consultant's "Terms of Service", provided are hereby incorporated into this contract.

**SECTION II-2. METHOD OF COMPENSATION and TIMING.** The compensation provided for in this Agreement shall include all claims by the Consultant for all costs incurred by the Consultant in the conduct of the work. The Consultant will be compensated after receipt and review of the Consultant work and the invoices supporting the time and expenses committed to the work. All costs are stated as "not-to-exceed" amounts and such costs shall not exceed those amounts unless the Client and the Consultant mutually agree in writing to amend the expense cap(s). Partial payments shall be made as the work progresses. Applications for partial and Final Payment shall be prepared by the Consultant and approved by the Client in accordance with this Agreement.

So long as there is no requested change, by the Client, to the scope of services outlined in Attachment A below, The Consultant agrees to deliver all the products outlined therein no more than **150 calendar** days from the execution of this Contract.

Travel time and time spent on site shall be included as billable consulting expenses as described in the Consultant's provided "Terms of Service".

In all invoices, Consultant will provide the Client an accounting of time and work performed as well as expenses incurred. Consultant shall retain receipts for 7 years and will provide copies of any expense receipts to Client within 14 days of a request for same by the Client.

**ARTICLE III. SCOPE OF SERVICES.** It is agreed and understood that services specified herein will be performed and furnished by the Consultant in a timely manner according to the timeframe and compensation established by this Agreement.

**ARTICLE IV. OWNERSHIP.** All plans, prints, designs, concepts, reports, etc., prepared for and provided to the Client shall become the property of the Client with full right to reuse.

**ARTICLE V. INSURANCE REQUIREMENTS.** The Consultant agrees to procure and maintain, at its own cost, within 7 calendar days after contract/agreement execution, policy(ies) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. This cost shall be reimbursed by the City of Grand Junction. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Consultant shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Consultant to procure and maintain insurance. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner as shown in the attached Exhibit \_\_\_ (ACORD form). All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

This policy shall provide coverage to protect the City against liability for infringement of trademark, copyright or unauthorized use or appropriation of intellectual property made or claimed to be made by the Consultant and/or Subconsultant(s) as a result of the professional services performed under this Agreement.

The Consultants insurance shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed, and delivered and effective on the date identified.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Greg Caton - City Manager - City of Grand Junction  
Greg Caton - City Manager City Manager Grand Junction Date

**PUBLIC MARKET DEVELOPMENT**

DocuSigned by:  
By: Aaron Zaretsky 4/28/2022  
Aaron Zaretsky PRINCIPAL. Public Market Development

## Attachment A: Consultant Deliverables

### Feasibility Study:

Consultant shall provide all services related to, necessary, and required to provide a fully developed and complete feasibility study/report for a Public Market for the City of Grand Junction (“Study” or “Report”). The Consultant will submit the Report to the Client in draft form and a final Report will be produced by the Consultant after the Client has reviewed and accepted the draft Report. The Consultant shall provide the Client the Report with a complete digital copy (MS Word and PDF). The format and substantive areas of analysis of the Report are as follows:

#### *Acknowledgements*

#### *Introduction*

#### *Public Markets:*

- *What is a Public Market?*
- *Are Public Markets Mostly Successful?*
- *Do Most Cities Have a Public Market?*
- *Do Public Markets Compete with Existing Businesses?*
- *Public Markets vs. a supermarket?*

*Meetings with Key Players: Summary of insights and recommendations from the existing development team.*

*Summary of Past Documents: Highlighting past relevant recommendations from various documents.*

*What are the existing conditions in Grand Junction? Strengths, weaknesses, mitigations?*

#### *Is Grand Junction Ready for a Public Market?*

- *Are there competitive businesses that would obviate the need for a Public Market?*
- *Is there a community with an interest in good fresh food?*
- *Is there good attendance at existing public events and farmers’ markets?*
- *Is there an appreciation for “buying local”?*
- *Are existing businesses predominantly chain stores and franchises or owner-operated shops?*
- *Are people willing to come together and mix with people of different classes, races, ages, and sexual orientations in the common ground that typically characterizes Public Markets?*
- *Is there a saturated demand for fresh and prepared foods or is there a need for additional food venues?*
- *Are there areas in need of further development (such as the strengthening of downtown) that would benefit from the increase in customer visits and real estate values that a Public Market would likely bring?*
- *Are there interesting existing vendors or potential new vendors that would help to tenant a new Public Market?*
- *Is there a history of food trucks, food fairs, etc., that would evidence an interest in food consumed outside the home and traditional restaurants?*
- *Is there evidence of public support for the creation of a Public Market? Is there a tradition of non-profits and other NGOs playing significant roles in addressing other public issues?*

- *Is there a “food desert” that would benefit from the creation of the shopping opportunities that a Public Market would create?*
- *Are there low-income communities that would benefit from the jobs and opportunities that the Public Market would bring or is there a danger of displacement and gentrification that the Public Market might cause? If the answer to the latter question is yes, are there ways to mitigate this impact?*
- *Are there elements of distinctive local culture – either related to ethnicities and/or food, that can be showcased?*
- *Could there be significant citywide and regional visitation to the Grand Junction community that can add to the existing residential customer base?*

***Other Factors Impacting Feasibility:***

- *Comparative demographics - Income Distribution, Race, Ancestry, and Origin, Educational Attainment, Weather, Access, Population by age and sex, Minority and Women-owned businesses, Crime, and Health would all be evaluated for their impacts on the feasibility of the Public Market.*

***Demand Analysis for Food and Beverages:*** *ESRI statistics re demand and supply. Food and beverage national and local trends. How to address competitive and complementary businesses?*

***Review of Desired Customer Demographics:*** *Idealized customer base. What is the potential customer base and how to use marketing to get there? Reference maps.*

***Existing Conditions:*** *What are the general strengths and weaknesses of the existing sites? What are the things that there is no control over and what can be changed? How to maximize the site’s strengths and mitigate its weaknesses?*

***What is the Public Market’s Potential Customer Base?***

***Recommendations for Proceeding.***

***Conclusions***

***Appendix:***

***Who is the Author of this Study? (Consultant and Subconsultant CV)***

**Feasibility Study Costs:**

The specific steps and costs necessary to develop the Study are as follows:

Over the course of developing the Study, Zaretsky will visit Grand Junction two times for 2-3 days for each visit (including travel). Mark Ernst (sub-contractor to Consultant, architect) will visit Grand Junction once for a period of 2 days.

The *first visit* will primarily be a reconnaissance trip. We will meet with the Client’s Project Manager and any development team, area principals including the political, business, agricultural and philanthropic leadership of Grand Junction. An early draft mission and goals will be presented to facilitate discussion.

The *second visit* would review a refined proposed draft mission statement and goals with key players, and hone in on key issues and directions. We would focus on the potential customer community. What are their issues, what is needed in the neighborhood and in the Market? What are the potential sites?

A PowerPoint on what is a Public Market will be prepared and presented to various constituencies. Ernst will help assess the physical possibilities of potential sites and narrow potential sites to be studied assuming a positive recommendation in the Feasibility Study. We would examine what’s missing from Grand Junction? What services should be added, who should support

and run those services? Area churches, community centers, and nonprofit leaders will be consulted. The PowerPoint regarding what can a Public Market contribute to the community will be presented to various constituencies to facilitate discussion.

**COSTS:**

- 1) Ongoing telephone conversation – This will be available on an ongoing basis at mutually agreeable times - \$0 during the course of this Agreement.
- 2) Feasibility Study – in MS Word to include tables, charts, maps, and pictures. Approximately 100 – 200 pages. Fixed cost of \$37,750
- 3) On-site consulting fee for Zaretsky ee Terms of Service attached).and Ernst – Assuming 2 trips at 6 days (including travel) - \$14, 400 (\$7,200 each). (Maximum charge per day capped at 8 hours.)
- 4) Kathryn Bedell sub-consulting services not to exceed \$10,750.
- 5) Reimbursables and Administration Costs– Actual cost X 1.1 to cover contact administration, incidentals, travel arrangements, etc. = (Assuming 2 trips for Zaretsky and 1 trip for Ernst), capped at \$2,800 for Zaretsky and \$1,200 for Ernst.)
- 6) Administrative fee for administering and billing for the three entities that are involved = \$5,000
- 7) Reimbursement for insurance costs - \$723
- 8) Additional services: As mutually agreed - @\$150 hour, max \$1,200/day.
- 9) Study cost shall not exceed \$72,623 without advance written approval from the Client.

72623

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
 By: Greg Caton - City Manager - City of Grand Junction  
 Greg Caton - City Manager City Manager Grand Junction Date

**PUBLIC MARKET DEVELOPMENT**

DocuSigned by:  
 By: Aaron Zaretsky 4/28/2022  
 Aaron Zaretsky PRINCIPAL. Public Market Development Date



# BUSINESS OWNERS APPLICATION

DATE (MM/DD/YYYY)

04-21-2022

AGENCY PHONE (A/C, No, Ext): +1-828-2531668 FAX (A/C, No): +1-828-2588164	COMPANY The Hartford Underwriters Insurance Co				NAIC CODE:
	INSURANCE SERVICE OF ASHEVILLE INC EXEC PARK BLDG 3 SUITE 408 ASHEVILLE NC 28801				POLICY #:
E-MAIL ADDRESS: downenby@isa-avl.com	COMPANY POLICY OR PROGRAM NAME				PROGRAM CODE:
CODE: 22271269	SUB CODE:	TOTAL PREMIUM: \$ 723.00			PAYMENT PLAN
AGENCY CUSTOMER ID: 0017855713	<input checked="" type="checkbox"/> NEW	EFFECTIVE DATE RNWL 04-21-2022	EXPIRATION DATE 04-21-2023	<input checked="" type="checkbox"/> DIRECT BILL	
	<input checked="" type="checkbox"/> QUOTE	ISSUE POLICY	POLICY TYPE		DEPOSIT
	BOUND (DATE):		STD	<input checked="" type="checkbox"/> SPEC	\$

## APPLICANT INFORMATION

NAME (First Named Insured) Aaron Pohl-Zaretsky	<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> L L C	GL CODE	SIC	FEIN OR SOC SEC #
MAILING ADDRESS (INCLUDING ZIP+4) 498 Upper Flat Creek Rd Weaverville NC 28787	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	CONTACT FOR INSPECTION PHONE (A/C, No, Ext):		
INTERNET ADDRESS:	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> OTHER	CREDIT BUREAU NAME		
	ID NUMBER				

## NATURE OF BUSINESS

<input type="checkbox"/> OFFICE SERVICE	<input type="checkbox"/> RETAIL WHOLESALE	<input type="checkbox"/> APARTMENTS CONDOMINIUMS	<input type="checkbox"/> RESTAURANT CONTRACTOR	DATE BUSINESS STARTED 2013
DESCRIPTION OF OPERATIONS Consultant - Business and Management				
RETAIL STORES: _____ % INSTALLATION, SERVICE OR REPAIR WORK				

## GENERAL INFORMATION

PLEASE EXPLAIN ALL "YES" RESPONSES	YES	NO	PLEASE EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	<input type="checkbox"/>	<input type="checkbox"/>	8. DO YOU OWN OR OPERATE ANY OTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
2. ARE ATHLETIC TEAMS SPONSORED?	<input type="checkbox"/>	<input type="checkbox"/>	9. ANY OTHER INSURANCE WITH THIS COMPANY? (LIST POLICY NUMBERS)	<input type="checkbox"/>	<input type="checkbox"/>
3. ARE SUB CONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING A CERTIFICATE OF INSURANCE? IF NOT, WHO CHECKS CERTIFICATES?	<input type="checkbox"/>	<input type="checkbox"/>	10. ARE YOU INVOLVED IN MANUFACTURING, MIXING, RELABELING OR REPACKAGING OF PRODUCTS?	<input type="checkbox"/>	<input type="checkbox"/>
4. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	<input type="checkbox"/>	<input type="checkbox"/>	11. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?	<input type="checkbox"/>	<input type="checkbox"/>
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (NOT APPLICABLE IN MO)	<input type="checkbox"/>	<input type="checkbox"/>	12. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY, JUDGEMENT OR LIEN DURING THE PAST FIVE (5) YEARS?	<input type="checkbox"/>	<input type="checkbox"/>
6. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	<input type="checkbox"/>	<input type="checkbox"/>	13. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES OR CHEMICALS?	<input type="checkbox"/>	<input type="checkbox"/>
7. ANY WORKERS COMPENSATION CARRIED?	<input type="checkbox"/>	<input type="checkbox"/>	14. ANY CATASTROPHE EXPOSURE?	<input type="checkbox"/>	<input type="checkbox"/>
			15. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	<input type="checkbox"/>	<input type="checkbox"/>
			16. ANY UNCORRECTED FIRE CODE VIOLATIONS?	<input type="checkbox"/>	<input type="checkbox"/>

DESCRIBE ANY LOCATION / BUSINESS INTEREST OWNED / OPERATED BY INSURED BUT NOT LISTED



**PRIOR POLICY(IES)/LOSS HISTORY**  See attached loss summary

<b>PREVIOUS CARRIER</b> The Hartford	<b>POLICY NUMBER</b>	<b>TOTAL PREMIUM</b> 357	<b>EXP DATE</b>	<b># LOSSES LAST ___ YRS</b>	<b>TOTAL LOSSES</b> \$ 0
<b>DESCRIPTION OF LOSSES, WHETHER OR NOT INSURED (Date, cause, amt paid, claim status)</b>					

**POLICY LEVEL COVERAGES**

**LIABILITY (Choose the limit options compatible with the program you are requesting)**

COVERAGE	LIMIT	DED	COVERAGE	LIMIT	DED
COMBINED SINGLE LIMIT	\$		HIRED AUTO	\$	
BODILY INJURY & PROP DAMAGE	OCCURRENCE	\$ 1000000	NON-OWNED AUTO	\$	
	AGGREGATE	\$ 2000000	EMPLOYEE BENEFITS	\$	
MEDICAL EXPENSE (PER PERSON)	\$ 10000			\$	
DAMAGE TO RENTAL PREMISES	\$			\$	
PROFESSIONAL LIABILITY	\$			\$	
LIQUOR LIABILITY				\$	
GEN. AGGREGATE	\$			\$	
PER PERSON	\$			\$	
OTHER:	\$			\$	

**ADDITIONAL COVERAGES - Total Amount of Policy Coverage Desired**

COVERAGE	TOTAL AMOUNT	DED	END #s	COVERAGE	TOTAL AMOUNT	DED	END #s
EXTRA EXP	ACTUAL LOSS SUSTAINED NO. OF MONTHS	See the Addl. Info. section for addl. coverages that may apply.		COMPUTERS	\$	\$	
	\$			ORD OR LAW	\$	\$	
LOSS OF INC	ACTUAL LOSS SUSTAINED NO. OF MONTHS	\$		ERISA	\$	\$	
	\$			FLOOD	\$	\$	
VAL PAPERS	\$	\$		EARTHQUAKE	\$	\$	
ACCN'TS REC	\$	\$		B & M BASIC	\$	\$	
SIGN	\$	\$		B & M BROAD	\$	\$	
EMPL DISHON	\$	\$		B & M SPOILAGE	\$	\$	
BRG/ROB STK	\$	\$		TRANSIT	\$	\$	
BRG/ROB MNY	\$	\$			\$	\$	
MONEY & SEC - INSIDE	\$	\$			\$	\$	
MONEY & SEC OUTSIDE	\$	\$			\$	\$	
SPOILAGE	\$	\$			\$	\$	

**SPECIALTY PROGRAMS**

RESTAURANTS - ATTACH ACORD 185 FOR EACH LOCATION
CONTRACTORS - ATTACH ACORD 186 FOR EACH LOCATION
PROFESSIONAL LIABILITY - ATTACH ACORD 187 FOR BARBER AND BEAUTY SHOPS, FUNERAL HOMES, OPTICAL AND HEARING AID ESTABLISHMENTS, PRINTERS OR VETERINARIANS

**ADDITIONAL INTEREST**  **ACORD 45 ATTACHED**

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
ADDITIONAL INSURED					PREMISES:	BUILDING:
LOSS PAYEE					VEHICLE:	BOAT:
MORTGAGEE					SCHEDULED ITEM NUMBER:	
LIENHOLDER					OTHER	
ITEM DESCRIPTION:						

NOTICE OF INSURANCE INFORMATION PRACTICES - PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION AND SUBSEQUENT RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

<b>APPLICANT'S SIGNATURE</b> <i>Ava Patel-Zavetsky</i>	<b>DATE</b> 04/21/2022	<b>PRODUCER'S SIGNATURE</b> <i>Dakota Owens</i>	<b>NATIONAL PRODUCER NUMBER</b>
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<b>PREMISES</b>		PREM #: 001	BLDG #: 001	BLANKET RATE	YES	NO	ACORD 139 ATTACHED		
ADDRESS (Street, City, State) 498 UPPER FLAT CREEK RD  WEAVERVILLE, NC		<input checked="" type="checkbox"/> CHECK IF PRIMARY PREMISES		INTEREST <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT YEAR BUILT	PERCENTAGE OCCUPIED	SURROUNDING EXPOSURES & OTHER OCCUPANCIES			
COUNTY: BUNCOMBE		ZIP: 28787-9365		PROT CLASS 3	RATE TERR	DISTANCE TO HYDRANT FT	FIRE DISTRICT/CODE NUMBER MI	INSIDE CITY LIMITS? YES <input type="checkbox"/> NO <input type="checkbox"/>	
DESCRIPTION OF OPERATIONS AT THIS PREMISES Consultant - Business and Management					BUILDING DESCRIPTION				
# OF EMPLOYEES	HOURS OF OPERATION START TIME: CLOSING TIME:		ANNUAL SALES/RECEIPTS \$ 100000		TOTAL PAYROLL \$				
CLASS CODE 65881	RATE #	RATE GROUP	DESCRIPTION OF ALL OCCUPANCIES AT THIS PREMISES						

<b>PROPERTY</b>												
BLDG	LIMIT \$	% COINS	VALUATION:	RC FVRC	ACV	INFL %	\$	DED	CONSTRUCTION TYPE			TOT SQ FT AREA
PERS PROP	LIMIT \$	% COINS	VALUATION:	RC FVRC	ACV	(N/A)	\$	DED	# STORIES	% SPRNK	BASEMENT PRESENT?	YES <input type="checkbox"/> NO <input type="checkbox"/>
BUILDING IMPROVEMENTS	WIRING YEAR	ROOFING YEAR	PLUMBING YEAR	HEATING YEAR	ROOF TYPE	BLDG CODE GRADE 99	INSPECTED? YES <input type="checkbox"/> NO <input type="checkbox"/>	COMM SPEC	TAX CODE	WIND CLASS RESISTIVE	SEMI-RESISTIVE	IS IT FINISHED? YES <input type="checkbox"/> NO <input type="checkbox"/>

<b>LIABILITY - PREMISES COVERAGE ONLY (Choose the limit options compatible with the program you are requesting)</b>												
COVERAGE		LIMIT		DED		COVERAGE		LIMIT		DED		
LIQUOR LIABILITY												
GEN. AGGREGATE		\$										
PER PERSON		\$										
OTHER:		\$										
		\$										
		\$										
		\$										
		\$										
		\$										
CLASSIFICATION Consultant - Business and Management						CLASS CODE 65881	PREMIUM BASIS EXPOSURE		CODE	(S) gross sales - per \$1,000/sales (P) payroll - per \$1,000/pay (A) area - per 1,000/sq ft (C) total cost - per \$1,000/cost (M) admissions - per 1,000/adm (U) unit - per unit (T) other		

<b>ADDITIONAL COVERAGES - PREMISES COVERAGE ONLY - Total Amount of Coverage Desired</b>												
COVERAGE	TOTAL AMOUNT	DED	END #s	COVERAGE	TOTAL AMOUNT	DED	END #s					
EXTRA EXP	ACTUAL LOSS SUSTAINED NO. OF MONTHS	See the Addl. Info. section for addl. coverages that may apply.		SPOILAGE	\$	\$						
	\$			COMPUTERS	\$	\$						
LOSS OF INC	ACTUAL LOSS SUSTAINED NO. OF MONTHS	\$		ORD OR LAW	\$	\$						
	\$			FLOOD	\$	\$						
VAL PAPERS	\$	\$		EARTHQUAKE	\$	\$						
ACCN'TS REC	\$	\$		B & M BASIC	\$	\$						
SIGN	\$	\$		B & M BROAD	\$	\$						
EMPL DISHON	\$	\$		B & M SPOILAGE	\$	\$						
BRG/ROB STK	\$	\$		TRANSIT	\$	\$						
BRG/ROB MNY	\$	\$			\$	\$						
MONEY & SEC - INSIDE	\$	\$			\$	\$						
MONEY & SEC OUTSIDE	\$	\$			\$	\$						
GLASS	LOCATION IN BUILDING	# PLATES	AREA SQ FT	LENGTH LINEAR FT	GLASS TYPE	INTERIOR	TENANTS EXT	VALUE	DED			
	GROUND FLOOR GLASS							\$	\$			
	ABOVE GROUND FLOOR GLASS							\$	\$			

<b>PREMISES GENERAL INFORMATION</b>												
1. DOES APPLICANT HAVE A HEATING OR PROCESSING BOILER? (IF YES, INDICATE DATE OF LAST INSPECTION)				YES	NO	4. IS ALL EQUIPMENT INSPECTED ANNUALLY AND WELL MAINTAINED?				YES	NO	
2. CURRENT CARRIER FOR BOILER & MACHINERY COVERAGE:						5. IS THERE A SWIMMING POOL ON PREMISES?						
3. ANY SPECIALIZED EQUIPMENT, SUCH AS MEDICAL EQUIPMENT OR OTHER, VALUED OVER \$100,000? IF YES, DESCRIBE.				YES	NO	FENCED LIMITED ACCESS	DIVING BOARD SLIDE	ABOVE GROUND IN - GROUND	LIFE GUARD			

**REMARKS (Attach additional sheets if more space is required)**

**APARTMENTS AND CONDOMINIUMS**

	YES	NO		YES	NO	
1. IS THERE A PLAYGROUND ON PREMISES?			5. SMOKE DETECTORS:	NONE	BATTERY	WIRED
2. IS ALUMINUM WIRE USED? (IF YES, DESCRIBE PROTECTION)			6. ATTACH COPY OF CONDO ASSOCIATION BYLAWS IF D&O COVERAGE IS REQUESTED.			
3. # OF FIRE DIVISIONS:	# UNITS PER FIRE DIVISION:	# UNITS OWNER OCCUPIED:	7. IS DEVELOPER OR CONTRACTOR A BOARD MEMBER?			
4. INDICATE WHERE COVERAGE APPLIES TO:	BARE WALLS	FINISHED WALLS	8. IS A PROPERTY MANAGER EMPLOYED?			

**CRIME**

ALARM TYPE	ALARM DESCRIPTION	GRADE	EXTENT OF PROTECTION			SAFE/VAULT/RECEPTACLE MANUFACTURER'S NAME	LABEL
<input type="checkbox"/> HOLD-UP <input type="checkbox"/> PREMISES <input type="checkbox"/> SAFE/VAULT	<input type="checkbox"/> LOCAL GONG		<input type="checkbox"/> SAFE/VAULT	<input type="checkbox"/> PREMISES ALARM 1 2 3			<input type="checkbox"/> UL <input type="checkbox"/> SMNA CLASS
	<input type="checkbox"/> CNTRL STAT W/ KEYS		<input type="checkbox"/> PARTIAL				
	<input type="checkbox"/> CNTRL STAT W/O KEYS		<input type="checkbox"/> COMPLETE				
	<input type="checkbox"/> POLICE CONNECT		CERT #:	EXP DATE:			
\$ MAXIMUM CASH ON PREMISES \$ MAXIMUM CASH WITH MESSENGER \$ MONEY ON PREMISES OVERNIGHT			FREQUENCY OF DEPOSITS	DEADBOLT CYLINDER DOOR LOCKS?		SAFE DOOR CONSTRUCTION	
				YES	NO		
OTHER PROTECTION (Lighting, fences, watchpersons, etc.)							

**REMARKS (Attach additional sheets if more space is required)**

**ATTACHMENTS**

[REMARKS AREA]	STATE SUPPLEMENT(S) (If applicable) <hr/> <hr/> <hr/> <hr/>
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**Name and Address**

Aaron Pohl-Zaretsky  
498 Upper Flat Creek Rd  
Weaverville, NC 28787

**Additional Information**

POLICY LEVEL COVERAGES:

Blanket Additional Insured by Contract: Included

Business Liability - Medical Expenses (each person) Limit: 10000

Business Liability - Personal and Advertising Injury Limit: 1000000

Employment Practice Liability Insurance:

Each Claim/Annual Aggregate Limit: \$25,000/\$25,000

Retroactive Date: 04-13-2022

Products/Completed Operations Limit: 2000000

Professional Liability:

Each Claim Limit: 500000

Aggregate Limit: 500000

Deductible: 1000

Defense Coverage Type: Inside

Retroactive Date Type: Specific

Retroactive Date: 04-21-2022

Subpoena Assistance Claim Expense Sub-Limit: \$25,000

Disciplinary Proceedings Claim Expense Sub-Limit: \$25,000

Extended Reporting Period: 60 days

Property Damage Liability Deductible: No Deductible

LOCATION LEVEL COVERAGES:

Location # 001: 498 UPPER FLAT CREEK RD WEAVERVILLE, NC 28787-9365