

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and The Ground Guys of Billings, herein referred to as "CONTRACTOR", whose address is 235 Moore Lane, Unit A1, Billings, MT, 59101.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by October 30, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$1,500.00. CONTRACTOR should submit invoices directly to Pheasant Brooke Subdivision Ad Hoc Chair upon satisfactory completion of services for the period being invoiced. After review, the Chair shall submit said invoice to COUNTY. COUNTY shall pay invoices within 30 days of invoice date. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

6. CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement

2. CONTRACTOR's quote dated, March 12, 2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A, including Scope of Work and Site Maps

7. **WARRANTY:** All work completed, and materials provided by CONTRACTOR must be warranted for a period of one (1) year from the time the services are completed.

8. **MODIFICATION OF CONTRACT:** This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. **INSURANCE:** CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. **INDEMNIFICATION:** CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. **COMPLIANCE WITH LAWS:** CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

12. **PERMITS:** CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract. A work in the right-of-way permit from COUNTY is not required.

13. **PREFERENCE:** CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). In accordance with MCA 18-2-409, CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

14. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

15. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

16. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

17. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective April 17, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
The Ground Guys of Billings
Billings, MT 59101

Jay D. Anderson
Deputy Public Works Director



Scott Bischke
Sales & Office Manager

EXHIBIT A

Invasive plant treatments in Pheasant Brook Subdivision RSID 701M

Scope of Work – Specifications & Maps

2026

The scope of work includes the following:

- Quote from The Ground Guys of Billings dated March 12, 2026.
- The areas to be maintained are highlighted in the following maps, inclusive of Exhibit A.
- The Contractor shall perform 5 applications of pre-emergent / all-purpose weed killer
 - Applications shall be per manufacturer's recommendation
 - First application in early spring then applications every 5-6 weeks through mid-fall.
- Coordinate with property owners and RSID Ad-Hoc members as necessary. Any work outside the scope of this contract shall be agreed to in writing and reviewed by County Public Works prior to beginning.
 - Provide invoices to:

Ad-Hoc Committee Chair: Bryant Beck

Email: bryantbeck24@gmail.com



RUSTY LOHOFF
2160 BLUE SAGE DRIVE
LAUREL, MONTANA 59044

Sales: Scott Bischke
2160 Blue Sage Drive Laurel, Montana 59044 United States-L&L Maintenance
2160 Blue Sage Drive Laurel, Montana 59044

Est ID: EST3634079

Date: Mar-12-2026

Thank you for you the opportunity to propose on your weed control services. The Grounds Guys are a leading provider of landscape management. For more than 20 years, our brand has built a reputation for quality and excellent service. We pride ourselves on the relationships we create with our business partners through our world-class customer service techniques, positive image and Code of **C.A.R.E.** Our services become an extension of yours, and we do our best to surpass expectations with each and every site visit or project we perform for you.

We show that we care by putting the needs of our Customers first, by always having a positive and helpful Attitude, and by treating everyone and everything with Respect. By living our code of values, we Enjoy life in the process!

If you have any questions at any time, please don't hesitate to contact us. We look forward to building a long-lasting business relationship.

Sincerely,

Win Hayes, President

Scott Bischke, Sales & Office Manager

The Grounds Guys of Billings

C.A.R.E.

CONTRACT SERVICES	Billing Type	Season Price
Weed Spraying (County Path)	Per Season	\$1,500.00
<ul style="list-style-type: none"> • 5 applications of pre-emergent / all purpose weed killer <ul style="list-style-type: none"> ○ 1st application in early spring then applications every 5-6 weeks through mid fall 		
SubTotal (All Contract Services)		\$1,500.00
Taxes		\$0.00
Total (All Contract Services)		\$1,500.00

The total price of all seasonal services is \$1,500.00 collected in 7 payments of \$214.29 per payment (\$214.29 after tax).

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the Contractor will conform to local codes and applicable government regulations. Contractor's employees have been trained to work safely and are aware of local labor regulations.
2. Contractor is insured for liability and property damage.
3. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
4. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
 2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
 3. c. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
5. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense.
6. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
7. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of sixty (60) days written notice of termination to the other party.
8. Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$3.60.

Payment Terms and Conditions

- Seasonal mowing fee to be billed at the beginning of each month of the agreement
- Clean up visits and any other non seasonal services shall be billed at the beginning of the month following the date on which services are provided
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by: _____

Scott Bischke

Estimate approved by: _____

Signature Date: _____

03/12/2026

Signature Date: _____

Email: billingsops@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.

neighborly Services in your area:

Visit [Neighborly.com](https://www.neighborly.com) or call 833-461-1306 today.

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- Glass Repair and Installation
- Power Washing
- Dryer Vent Cleaning Services
- Heating and AC
- Window Cleaning
- Electrical
- Holiday Lighting
- Windows and Doors
- Fire and Water Damage
- Landscaping & Lawn Care
- Garage Door Services
- Landscaping and Lawn Care

Services performed by independently owned and operated franchisees. Services vary by location. For available service providers in your area, visit [Neighborly.com](https://www.neighborly.com) ©2021 Neighborly Franchising LLC

PLAT OF
PHEASANT BROOK SUBDIVISION
 BEING LOTS 3 & 4 AND THE S1/2 OF THE NW1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

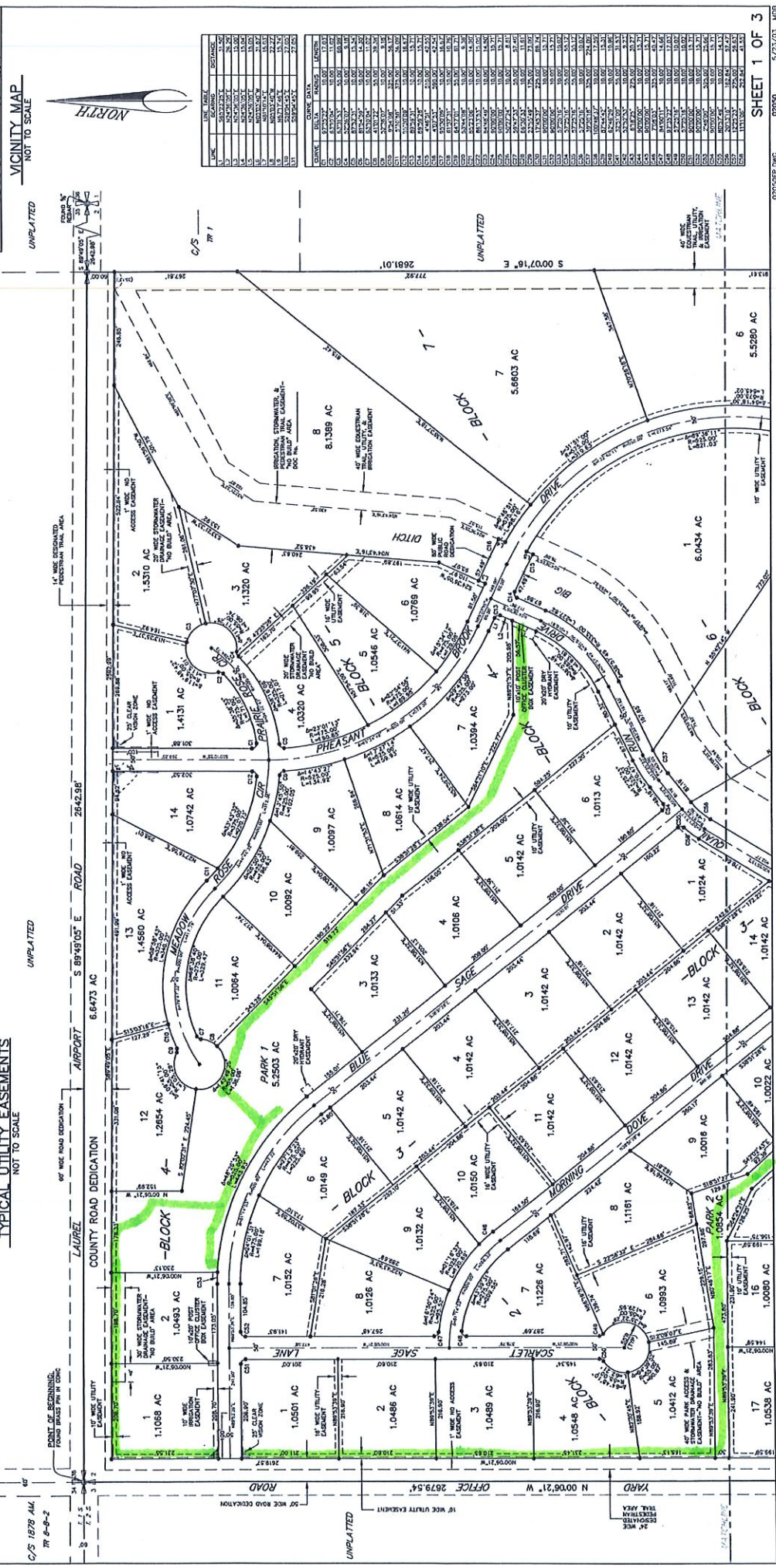
PREPARED FOR : YUKON DEVELOPMENT CORP.
 PREPARED BY : ENGINEERING, INC.
 SCALE : 1" = 100'

MAY, 2003
 BILLINGS, MONTANA

- BASES OF BEARING: DERIVED AT THE CITY OF SECTION 3, T. 2 S., R. 24 E., P.M.M. USING SURVEY-CRAZE C.P.S. DISTANCES ARE GROUND.
- FOUND SURVEY MONUMENT, AS NOTED
 - SET 5/8" X 1/4" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND ENGINEERING INC BILLINGS MT
 - SET INTERSECTION MONUMENT 5/8" X 1/4" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND ENGINEERING INC BILLINGS MT
- NOTES:
 ROADS WITHIN THIS SUBDIVISION ARE PUBLIC ACCESS ROADWAYS BUT ARE NOT MAINTAINED BY THE COUNTY.
 NO STRUCTURES REQUIRING WATER OR SEWER SERVICE MAY BE ERRECTED ON BLOCKS 1, 2, & 3 AND LOTS 1-6, BLOCK 4 UNTIL SANITARY RESTRICTIONS HAVE BEEN LIFTED AS REQUIRED BY ANN TITLE 17, CHAPTER 38 (101-465).



TYPICAL UTILITY EASEMENTS
 NOT TO SCALE



PLAT OF
PHEASANT BROOK SUBDIVISION
 BEING LOTS 3 & 4 AND THE S1/2 OF THE NW1/4 OF SECTION 2, T. 2 S., R. 24 E., P.M.M.
 YELLOWSTONE COUNTY, MONTANA

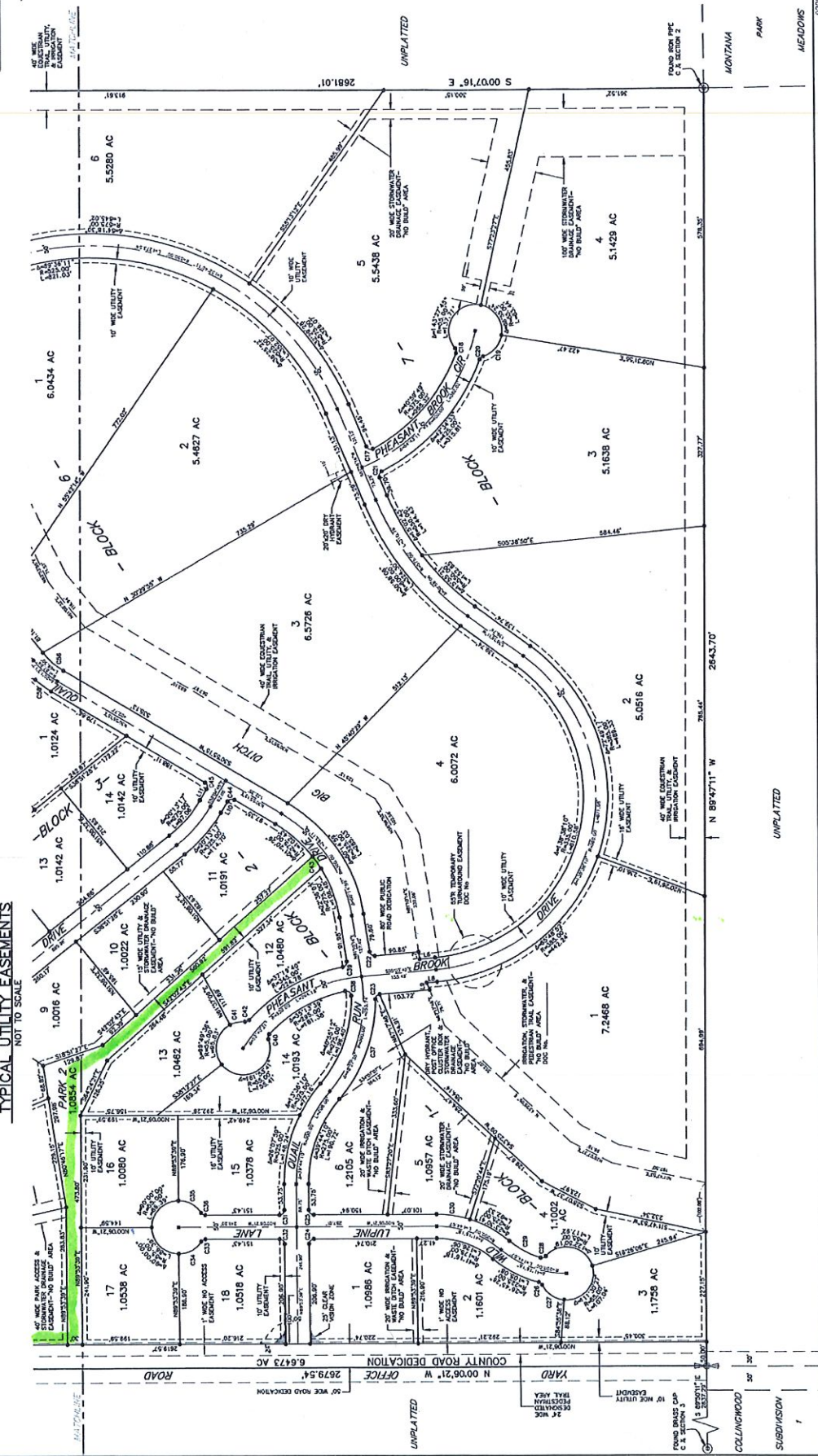
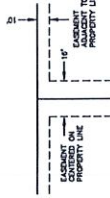
PREPARED FOR : YUKON DEVELOPMENT CORP.
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MAY, 2003
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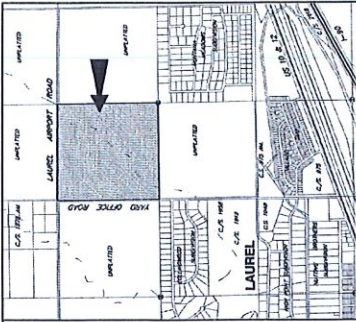
- BASES OF BEARING DERIVED AT THE C1/4 OF SECTION 3, T. 2 S., R. 24 E., P.M.M. USING SURVEY-GRADE C.P.S.™. RECEIVERS ADJUSTMENTS FOR CONVERGENCE NOT APPLIED. DISTANCES ARE GROUND.
- FOUND SURVEY MONUMENT, AS NOTED
 - SET 2 1/2" X 1/8" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERGROUND LAND SURVEYOR AND THE CHANGING THE BILLINGS AT
 - SET INTERSECTION MONUMENT 5/8" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERGROUND LAND SURVEYOR AND THE CHANGING THE BILLINGS AT
 - MONUMENT BOLTS UPON COMPLETION OF STREET IMPROVEMENTS.

NOTES:
 1. ALL MONUMENTS THIS SUBDIVISION ARE PUBLIC ACCESS ROADWAYS BUT ARE NOT MAINTAINED BY THE COUNTY.
 2. NO STRUCTURES REQUIRING WATERS OR SEWER SERVICE MAY BE ERRECTED ON BLOCKS 1, 2, 3 AND LOTS 1-4, BLOCK 4, UNTIL SANITARY RESTRICTIONS HAVE BEEN LIFTED AS REQUIRED BY ARM TITLE 17, CHAPTER 36 (10-805).

TYPICAL UTILITY EASEMENTS
 NOT TO SCALE



VICINITY MAP
 NOT TO SCALE



LOT	AREA	PERCENT
1	1.0338	5.64
2	1.0338	5.64
3	1.0338	5.64
4	1.0338	5.64
5	1.0338	5.64
6	1.0338	5.64
7	1.0338	5.64
8	1.0338	5.64
9	1.0338	5.64
10	1.0338	5.64
11	1.0338	5.64
12	1.0338	5.64
13	1.0338	5.64
14	1.0338	5.64
15	1.0338	5.64
16	1.0338	5.64
17	1.0338	5.64
18	1.0338	5.64

LOT	AREA	PERCENT
1	1.0338	5.64
2	1.0338	5.64
3	1.0338	5.64
4	1.0338	5.64
5	1.0338	5.64
6	1.0338	5.64
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11	1.0338	5.64
12	1.0338	5.64
13	1.0338	5.64
14	1.0338	5.64
15	1.0338	5.64
16	1.0338	5.64
17	1.0338	5.64
18	1.0338	5.64



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2026

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

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

PRODUCER Rowe Insurance Agency Inc 411 24th st W #103 Billings MT 59102	CONTACT NAME: Steve Rowe PHONE (A/C No. Ext): 406-534-8777 E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Hartford</td> <td></td> </tr> <tr> <td>INSURER B : The Hartford</td> <td></td> </tr> <tr> <td>INSURER C : The Hartford</td> <td></td> </tr> <tr> <td>INSURER D : The Hartford</td> <td></td> </tr> <tr> <td>INSURER E : The Hartford</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford		INSURER B : The Hartford		INSURER C : The Hartford		INSURER D : The Hartford		INSURER E : The Hartford		INSURER F :
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INSURER E : The Hartford															
INSURER F :															
INSURED GG Billings LLC DBA The Grounds Guys Of Billings 235 Moore Ln Unit A1 Billings MT 59101															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			34SBABX6GCT	11/12/2025	11/12/2026	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY			34UECAE8932	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ 100,000
C	UMBRELLA LIAB			34SBABX6GCT	11/12/2025	11/12/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WECBW2D02	10/14/2025	10/14/2026	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input type="checkbox"/>						E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Cyber Liability			34SBABX6GCT	11/12/2025	11/12/2026	500000/500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
 Landscape and Lawn Service Additional Insured and Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

Yellowstone County Public Works 2825 3rd Ave N.Rm 608 Billings, MT 59101	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 FAITH ROWE
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