YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **John's Home and Yard Service Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 21460, Billings, MT 59104.**

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

Work generally described as Snow Plowing within RSID 730 – Emerald Eagle Estates and additional services or conditions per attached scope of work & quotation - 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:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 500.00 per plowing event, $ 150.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

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 **October 22, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

7. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time 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 CONTRACTORS'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.

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the 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.

15. 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.

16. 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.

17. 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.

18. 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.

RSID 730

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 Nov 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
John's Home and Yard Service
Billings, MT 59104

Signature

General Manager
Title

Yellowstone County RSID Snow Plowing Quote Sheet

Please fill out and return a worksheet for each RSID Subdivision you elect to quote

COMPANY NAME: _____John's Home and Yard Service

RSID Name and Number: _____Emerald Eagle Estates 730 _____

RSID Event Committee Selection (Note 2" or 4" or Will-Call): ____2"_____

BASE QUOTE RATES

Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)

$ _____$500_____/EACH (N/A if Will-Call Service Selection)

Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate

$ ___$150_____/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $ __$300_____/LS or _____ HRS

MAILING ADDRESS: _____P.O. Box 21460_____

CITY, STATE, ZIP CODE: ____Billings, MT 59104_____

TELEPHONE NUMBER: ____406-652-8985_____

EMAIL ADRESS: _____msinger@jhys.com_____

MONTANA CONTRACTORS' LICENSE No. (if applicable): ____CCP-CCL-LIC-0148698_

AUTHORIZED REPRESENTATIVE (print): ____Matt Singer_____

SIGNATURE: _____

DATE: _____10/22/2026_____

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

ADDITIONAL SERVICES OFFERED/CONDITIONS –

Sanding Material Treatment / Ice-Melt Treatment: YES __X____NO _____

$ Fee Amount/Rates (if offered / provide clarifications):

_____$350 Per Load of Sand (1 ton of sand)_____

Holiday Service Restrictions: YES _X____NO _____

Note Restricted Service Days (if any)

Christmas

$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):

___None_____

Multi-Year / Season Contract Offer (1 season term extension): YES ___X___NO _____

<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.

5% increase in prices for each subsequent year.

Any Other Conditions / Notations of Service Offerings:

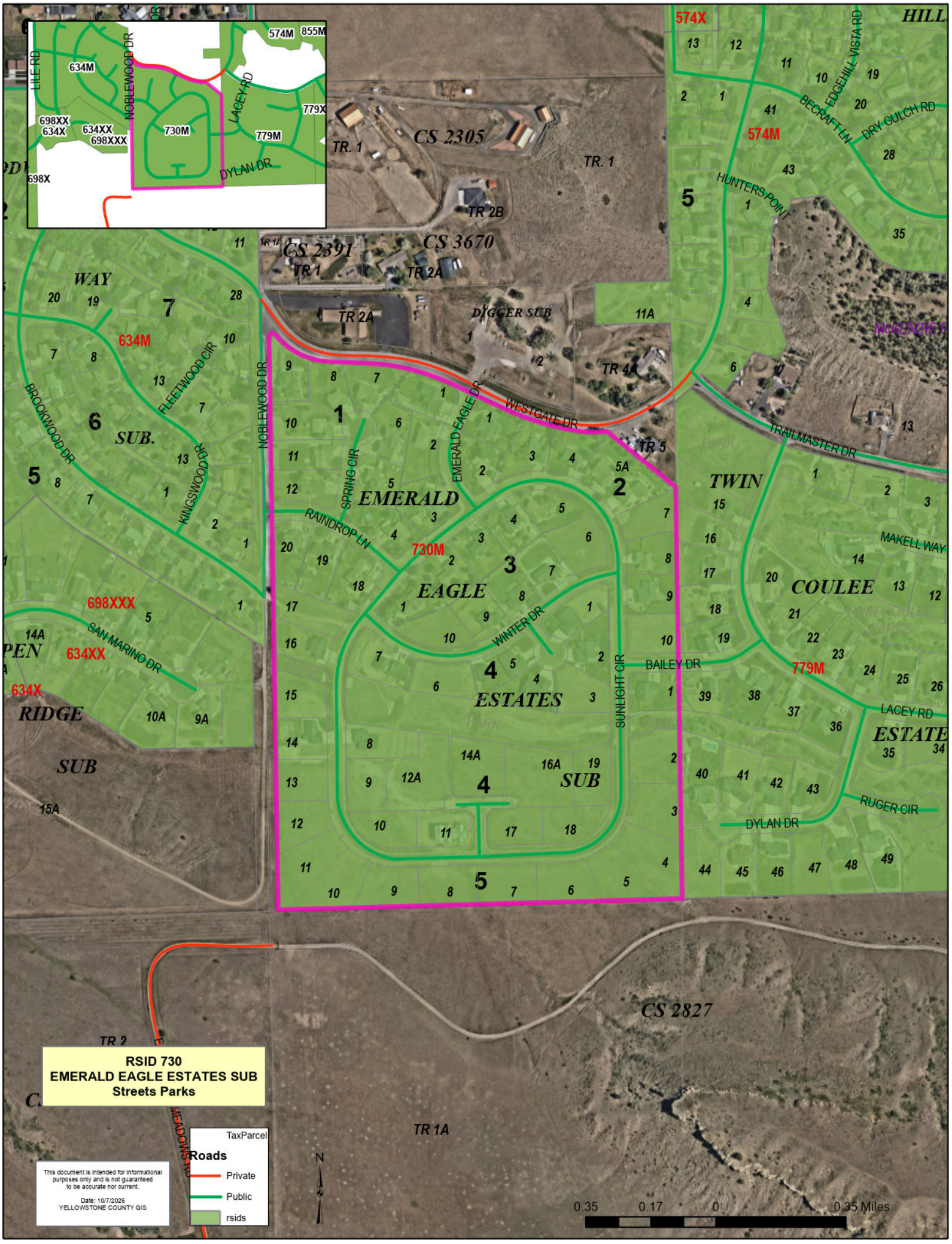
EXHIBIT A

Yellowstone County RSID Subdivision Snow Plowing
Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

YCPW 2026 RSID Snow Plowing Solicitation List *

Quote List No.	RSID No.	RSID Name	RSID Service Selection	Approximate Rd Lengths - MILES		RSID Location Clarifications/Notes:
1	651	Cloverleaf Meadows	2"	1.6		
2	667	White Tail	2"	0.2		
3	671	Blue Creek View	2"	1.5		**ALL Gravel Roads**
4	675	Oak Ridge ***PH 1***	2"	0.6		
5	688	Eagle Bend	Will-Call	4.0		**ALL Gravel Roads**
6	689	Saddleback Ridge	2"	2.3		
7	698	Sierra Estates	*4" Event*	2.8		
8	701	Pheasant Brook	2"	2.5		
9	703	Beartooth Pointe	2"	1.0		***Requires Sanding and/or Ice Treatment***
10	709	Clarks Fork ***RIVER RANCH***	2"	1.2		AKA Clarks Point Drive
11	713/715	Tanglewood	2"	3.7		***Combine the 2 RSID Maps***
12	720	Lone Eagle	2"	2.0		***MAY require Sanding and/or Ice Treatment***
13	723	Clarks Fork ***ESTATES***	4" Event	0.15		**ALL Gravel Roads**
14	727	Farnum	4" Event	1.1		
15	728	Linlee Lakes	2"	1.6		
16	757	Huntley Estates	Will-Call	1.3		
17	761	Vista Buttes	2"	1.2		
18	769	Brookwood	4" Event	2.7		
19	773	West Meadows	2"	3.2		**PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir***
20	776	Pryor Creek	2"	1.7		
21	779	Twin Coulee	4" Event	1.3		AKA Sanctuary Canyon
22	786	Grizzly Creek	4" Event	0.5		
23	803	Indian Cliffs	4" Event	3.5		***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads***
24	806	River Ranch ***RETREAT***	4" Event	1.5		
25	820	Crest View	2"	0.2		
26	850	Bar 11	2"	4.6		***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection***
27	852	MacKenzie Meadow	2"	2.75		***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd***
28	861	Sundance	2"	1.8		
29	887	Stone Creek	4" Event	1.0		
30	730	Emerald Eagle	2"	1.4		*** Added RSID location 10/20/26**


RSID 730
EMERALD EAGLE ESTATES SUB
Streets Parks
TaxParcel
Roads
Private
Public
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 10/7/2026
YELLOWSTONE COUNTY GIS
N
0.35 0.17 0 0.35 Miles
EMERALD
EAGLE
ESTATES
SUB
TWIN
COULEE
ESTATE
RIDGE
SUB
CS 2305
CS 2391
CS 3670
CS 2827
TR 1
TR 2A
TR 2B
TR 4A
TR 5
TR 1A
DIGGER SUB
NOBLEWOOD DR
LACEY RD
DYLAN DR
WESTGATE DR
EMERALD EAGLE DR
SPRING CIR
RAINDROP LN
WINTER DR
SUNLIGHT CIR
BAILEY DR
TRAILMASTER DR
HUNTERS POINT
EDGEHILL VISTA RD
BECRAFT LN
DRY GULCH RD
MAKELL WAY
RUGER CIR
SAN MARINO DR
FLEETWOOD CIR
KINGSWOOD DR
BROOKWOOD DR
MEADOWS RD
574X
574M
855M
634M
698XX
634X
634XX
698XXX
730M
779X
779M
698X

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2026

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 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).

PRODUCER
Leavitt Great West Insurance Services, LLC
3067 Cabernet Drive
Suite 3
Helena MT 59601

CONTACT NAME: Lyndie Kraft
PHONE (A/C, No, Ext): (877) 229-4553 **FAX (A/C, No):** (866) 751-8096
E-MAIL ADDRESS: lyndie-kraft@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midwest Family Mutual Insurance Company	23574
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
John's Home & Yard Service LLC
PO Box 21460
Billings MT 59104

COVERAGES **CERTIFICATE NUMBER:** Rvsd Mstr PK **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	CPMT0560139501	05/21/2026	05/21/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Explosion Full Time	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CPMT0560139501	05/21/2026	05/21/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured Motorist B	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CPMT0560139501	05/21/2026	05/21/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CPMT050449042	09/01/2026	09/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured with Waiver of Subrogation on a Primary & Non-Contributory basis in regards to General Liability, Auto Liability, and Work Comp. See MFMBP036 (09-18), MFMCA005 (05-20), and NC300 (04/23) Matt Singer is excluded from Workers Compensation.

CERTIFICATE HOLDER
Yellowstone County
PO Box 35024
Billings MT 59107

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lyndie Kraft

© 1988-2025 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits	EBLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Explosion Part Time			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESS AUTO COVERAGE FORM – CA 00 01 12 90 – and provides the following coverages:

Coverage	Limit or Included
Additional Insured By Contract Or Agreement	**Included**
Airbags Coverage Extension	**Included**
Employees As Insureds	**Included**
Employee Hired Autos	**$65,000**
Glass Breakage (Windshield Repair)	**Deductible waived**
Hired Auto Physical Damage Coverage	**$65,000**
• **Loss of Use**	**$300 Per Day** **$2100 Maximum**
Limited Fellow Employee Coverage	**Included**
Limited Loan/Lease Gap Coverage	**$2,000**
Newly Formed Or Acquired Entities	**Included**
Rental Reimbursement Coverage	**45 Days** **$75 Maximum Per Day** **$3,375 Maximum To Any One Covered Auto** **$15,000 Maximum Rental Expenses In Any One Policy Period**
Supplementary Payments – Increased Limits:	
• **Bail Bonds**	**$3,000**
• **Loss Of Earnings (Per Day)**	**$1,000**
Towing And Labor	**$100**
Waiver Of Subrogation By Contract or Agreement	**Included**

The provisions of the Business Auto Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Business Auto Coverage Form:

EMPLOYEE HIRED AUTOS

A. Changes in Liability Coverage
The following is added to the **Who is an Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes in General Conditions
Paragraph **5.b.** of the **Other Insurance** Condition is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Limit of Insurance
The most we will pay in any one "loss" will be the lesser of:

(1) The actual cash value of the damaged or stolen"auto" as of the time of the "loss";

(2) The cost to repair or replace the damaged or stolen "auto" as of the time of the "loss";

(3) $65,000.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for **Covered Autos Liability Coverage** in the policy, then such **Physical Damage Coverage** that is provided in this policy for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

1. This extension for **Hired Auto Physical Damage Coverage** does not apply to:

a. Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;

b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or

c. Any other "auto" you lease, hire, rent, or borrow:

(1) For a period of more than 30 days; or

(2) With a driver.

2. **Physical Damage Coverage**
The **Physical Damage Coverage** provided will be:
(a) With respect to the Other Than Collision coverage;
(1) Comprehensive Coverage if any covered "auto" owned by you has this coverage under the policy; or,
(2) Specified Causes Of Loss Coverage if, under this policy any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
(b) Collision Coverage if any covered "auto" owned by you has this coverage under this policy.

3. **Limit Of Insurance**
The most we will pay in any one "loss" will be the lesser of:
a. The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
b. The cost to repair or replace the damaged or stolen "auto" with the other property of like kind and quality; or
c. $65,000,
Except that such amount will be reduced by a deductible as determined in paragraph **4.** below.

4. **Deductible**
Our obligation to pay for, repair, return or replace such damaged or stolen covered "auto" will be reduced by a deductible for coverage afforded in **2.(a)** and **2.(b)** above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. **Loss Of Use**
For any "auto" which is a covered "auto" under this extension **Hired Auto Physical Damage Coverage,** and subject to the coverages provided under paragraph **2. Physical Damage Coverage** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
a. Such "auto": is leased or rented under a written rental contract or agreement;
b. Such loss of use is a direct consequence of a "loss" covered under this extension **Hired Auto Physical Damage Coverage:**
(1) For which an "insured" is legally responsible; and
(2) As a result of which the leasing or rental entity sustains a monetary loss;
c. The most we will pay for any expenses for loss of use is $300 per day, subject to a maximum of $2,100.

6. **Other Insurance**
Coverage under this extension **Hired Auto Physical Damage Coverage** will be excess over any other valid and collectible insurance available to the "insured".

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

1. **SECTION II – LIABILITY COVERAGE A. 1. WHO IS AN INSURED** is changed to add as an additional insured any person or organization when you and such person or organization have agreed in writing

in a contract or agreement that such person or organization can be added as an additional insured on your policy, subject to the following additional provisions.

a. Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto", and then only to the extent of that liability.

b. Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization or a member of such person's household.

c. Such written contract or agreement must be executed prior to, and be in effect at the time of, the "bodily injury" or "property damage".

d. Paragraph **F.** "Insured Contract" contained in **SECTION V – DEFINITIONS** is changed to add sub-paragraph **d.** to the end of that definition, as follows:
An "Insured Contract" does not include that part of any contract or agreement:
d. That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other that the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by an "accident" and resulting from your ownership, maintenance or use of a covered "auto".

2. None of the following shall be an additional insured under this endorsement:
a. Any motor carrier for hire or his or her "employees"; or
b. Any rail, water or air carrier or their "employees"
for any covered "auto".

3. Paragraph **A. 1. WHO IS AN INSURED** paragraph **c.** is deleted and replaced with the following provisions:
c. The additional insured is not required to pay any premiums stated in the policy or earned from the policy. Any return premium shall be payable to you.
d. You are authorized to act for the additional insured in all matters pertaining to this insurance.
e. the additional insured will retain any right of recovery as a claimant under this policy.

EMPLOYEES AS INSUREDS

SECTION II – LIABILITY COVERAGE – A. 1. WHO IS AN INSURED is changed to the following provision.

Any "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision **Employees As Insureds,** does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

(i) A partnership, joint venture, or limited liability company; or

(ii) An organization excluded by the provisions of this policy or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

1. This insurance does not apply to any newly formed or acquired organization that is an "insured" under such policy but for its termination or the exhaustion of its Limits of Insurance.

2. Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.

3. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

The following changes are made to **SECTION II – LIABILITY COVERAGE – A. 2. COVERAGE EXTENSIONS:**

1. The limit shown in Subparagraph **(2)** for the cost of bail bonds is changed from $250 to $3,000.

2. The limit shown in Subparagraph **(4)** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from $100 to $1,000 per day.

LIMITED FELLOW EMPLOYEE COVERAGE

SECTION II – LIABILITY COVERAGE – B. EXCLUSIONS 5. FELLOW EMPLOYEE is replaced by the following:

a. "Bodily injury" to any fellow "employee" of the "insured" arising out of an in the course of the fellow "employees" employment or while performing duties related to the conduct of your business; or

b. the spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph **a.** above.

However, this exclusion does not apply to liability incurred by your employees that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph **5. OTHER INSURANCE** of **B. GENERAL CONDITIONS** under **SECTION IV – BUSINESS AUTO CONDITIONS** is changed accordingly.

Any insurance provided by this provision **Limited fellow Employee Coverage** does not apply if separate fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made part of this policy.

As used in this provision "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

TOWING AND LABOR COVERAGE

Paragraph **2. Towing** under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy, we will pay up to $100 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

1. The labor must be performed at the place of disablement;
2. This coverage does not apply to stolen "autos".
3. As used with this coverage:
   a. "Private passenger auto" means a four wheel auto of the private passenger or station wagon type; and
   b. "Light truck" means a pick up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.
   Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

GLASS BREAKAGE (WINDSHIELD REPAIR)

Paragraph **3.** Glass Breakage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A –** the following is added:

d.If your windshield sustains damage resulting in a crack or chip that is deemed repairable and the repairs are completed, we will agree to waive your deductible.

RENTAL REIMBURSEMENT COVERAGE

Paragraph **4.** Coverage Extension under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE –** is replaced by the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in the Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads. However, "auto" does not include:
   a. "Mobile equipment", or
   b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
3. No deductible applies to the coverage.
4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto", or
   b. 45 days
5. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.

b. The maximum rental expenses shown below:
(1) $75 any one day;
(2) $3,375 because of "loss" to any one covered "auto".

6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

7. The insurance afforded for **Rental Reimbursement Coverage** in this extension does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made part of this policy.

AIRBAGS COVERAGE EXTENSIONS

Paragraph **2. b.** contained in **SECTION III – PHYSICAL DAMAGE COVERAGE – B. EXCLUSIONS –** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

LIMITED LOAN/LEASE GAP COVERAGE

The following is an added coverage under **SECTION III – PHYSICAL DAMAGE COVERAGE – A. COVERAGE:**

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

1. We will only pay the lesser of:
a. The sum of such unpaid amount, less
(1) The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
(2) Any:
(a) Overdue loan/lease payments at the time of the "loss",
(b) Financial penalties imposed under a lease or excessive use, abnormal wear and tear or high mileage;
(c) Security deposits not returned by the lessor;
(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
(e) Carry-over balances from previous loans or leases; or
b. $2,000.

2. This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

WAIVER OF SUBRO BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A. 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** contained in **SECTION IV – BUSINESS AUTO CONDITIONS:**

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for 'bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use,

loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
   a. Made prior to the covered injury or damage; and
   b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies on to such person or organization designated in such written contract or agreement.

ADDITIONAL DEFINITIONS

As used with this endorsement the following Definitions are added:

"Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you as a substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

			Unit
Loss Payee			
2	LEASED/RENTED EQUIP.	RDO Equipment Co 5221 Midland Road Billings, MT 59101	Unit 1
Loss Payee			
3	LEASED/RENTED EQUIP	US Bank Equipment Finance 1310 Madrid Street Marshall, MN 56258	Unit 1
Mortgagee			
1		FIRST INTERSTATE BANK INSURANCE SERVICE CENTER PO BOX 863329 Plano, TX 75086	Unit 2

Form Schedule

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description	Prems-Bldg	Ded	Limit	Premium
MFM ML3	04-05	Amendatory Endorsement #3				$500.00
000-ART	07-15	Artisan Contractor Forms	ALL			
BOP P 02	01-21	Policyholder Notice	ALL MT			
BP0417	01-10	Employment-Related Practices Exclusion	ALL MT			
BP0418	06-89	Amendment-Liquor Liability Exclusion	ALL MT			
BP0517	01-06	Exclusion - Silica or Silica-Related Dust	ALL			
BP1408	01-10	Excl - Exterior Insulation and Finish Systems	ALL			
BP 00 03	05-22	Montana Businessowners Coverage Form	ALL MT			
BP 02 01	01-10	Montana Changes	ALL MT			
BP 05 01	07-02	Calculation of Premium	ALL			
BP 05 15	12-20	Disclosure Pursuant to TRIA	ALL			
BP 05 23	01-15	Cap Losses from Certified Acts of Terrorism	ALL			
BP 05 77	01-06	Fungi or Bacteria Exclusion (Liability)	ALL MT			
BP 14 86	07-13	Communicable Disease Exclusion	ALL MT			
BP 15 04	12-23	Excl - Access/Disclosure of Confidential Info	ALL MT			
BP 15 60	02-21	Cyber Incident Exclusion	ALL			
BP 15 91	12-23	Exclusion - PFAS	ALL			
BP0526M	01-16	Excl of Certified Acts of	ALL MT			

Form	Edition	Description	Prems-Bldg	Ded	Limit	Premium
		Terrorism Inv N/B/C				
MFM 001	05-25	Policyholder Notice	ALL			
MFM 001A	03-20	Midwest Family Mutual Service Fee Schedule	ALL			
MFMAC017	03-16	Limited Exclusion - Wrap-Up Insurance Program	ALL			
MFMBP037	07-19	Medical Expense at Your Request End	ALL MT			
MFMBP038	12-22	Wind/Hail Loss Settlement Provisions	ALL MT			
MFMBP041	04-23	War and Cyber War Exclusion	ALL MT			
MFMBP043	02-25	Exclusion - PFAS Policyholders Notice	ALL			
MFMBP-02	09-15	Asbestos Exclusion	ALL			
MWILP001	01-04	US Treasury Dept OFAC Advisory Notice	ALL			
PRIV NTC	12-22	Privacy Policy Notice	ALL			
ART-0007	02-22	Work Performed Exclusion	ALL			
BOP0026	01-16	Equipment Breakdown Coverage	1-1			
BP0498	01-10	Employee Benefits Liability	ALL		$1,000,000	$425.00
		Employee Benefits Liability				
BP0704	01-06	Business Liab Covg - PD Deductible (Per Occ)	1-1			
BP-14-81	07-13	Limitations on Coverage for Roof Surfacing	1-1			
IH 68 04	05-17	Boom Limitation	ALL			
MFMAC015	01-15	Contractors Installation Coverage	1-1	500		$469.00
		Max Limit per Location: 50000 Max Limit in Transit: 50000 Max Limit all Locations: 150000				
MFMAC016	01-16	Contractors Tools and Equipment Coverage	ALL			
MFMAC021	02-25	Incorp of Apps, Supporting Docs, and Represen	ALL MT			
MFMBP006	01-16	Limited Pollution Cov-Work Sites	ALL			$750.00
MFMBP019	11-13	Windstorm or Hail Percentage Deductibles 5%	1-1			
MFMBP035	10-19	Ultimate Property Advantage Endorsement	1-1			
MFMBP036	09-18	Ultimate Liability Advantage Endorsement	1-1			
MFMIL005	09-15	Business Income/Extra Expense Limit	ALL			
IR 08 84	03-18	Commercial (BOP/Garage) Identity Recovery Cov	ALL	$500	25,000	$27.00
BOP0026	01-16	Equipment Breakdown Coverage	1-2			
BP0704	01-06	Business Liab Covg - PD Deductible (Per Occ)	1-2			
BP-14-81	07-13	Limitations on Coverage for Roof	1-2			

Form	Edition	Description	Prems-Bldg	Ded	Limit	Premium
		Surfacing				
MFMBP019	11-13	Windstorm or Hail Percentage Deductibles 5%	1-2			
BOP0026	01-16	Equipment Breakdown Coverage	2-1			
BP0704	01-06	Business Liab Covg - PD Deductible (Per Occ)	2-1			
BP-14-81	07-13	Limitations on Coverage for Roof Surfacing	2-1			
MFMBP019	11-13	Windstorm or Hail Percentage Deductibles 5%	2-1			
MFMBP035	10-19	Ultimate Property Advantage Endorsement	2-1			
MFMBP040	05-23	Roof Exclusion	2-1			

Veh	Address	City	State	Terr
70	621 Charles Street	Billings	MT	107
71	621 Charles Street	Billings	MT	107
72	621 Charles Street	Billings	MT	107
73	621 Charles Street	Billings	MT	107
74	621 Charles Street	Billings	MT	107
75	621 Charles Street	Billings	MT	107
76	621 Charles Street	Billings	MT	107
77	621 Charles Street	Billings	MT	107
78	621 Charles Street	Billings	MT	107

Special Interest

			Unit
Loss Payee			
1	2018 Ford F350 #2647	Ford Motor Credit PO Box 30201 College Station, TX 77842	Unit 68

Form Schedule

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description	Veh #	Ded	Limit	Premium
MFM ML2	04-05	Amendatory Endorsement #2				
000-AUT	07-15	Commercial Auto Forms				
CA0001	05-22	Business Auto Coverage Form	ALL MT			
CA9944	12-90	Loss Payable Clause	ALL			
CA 01 68	03-06	Montana Garage Liability Changes	ALL MT			
CA 01 72	04-01	Montana Changes-Medical Payments Coverage	ALL MT			
CA 02 20	10-03	Montana Changes-Cancellation Non-Renewal	ALL MT			
CA 99 03	03-06	Auto Medical Payments Coverage	ALL MT			
CA-23-85	01-06	Exclusion of Terrorism Involving N/B/C	ALL MT			
IL0003	06-89	Calculation of Premium	ALL			
IL0017	11-85	Common Policy Conditions	ALL MT			
IL 00 21	09-08	Nuclear Energy Liability Excl Endt-Broad Form	ALL MT			
IL 01 67	09-08	Montana Changes-Conformity with Statutes	ALL MT			
IL 01 80	09-07	MT Changes-Concealment, misrepresentation fra	ALL MT			
MFMCA005	05-20	Business Auto Advantage Endorsement	ALL			$4,982.00
		47 - Number of Vehicles				
CA 20 54	10-01	Employee Hired Auto				
CA 99 33	10-13	Employees as Insureds				
CA 31 35	12-07	MT Uninsured Motorists Coverage-Non-Stacked				
CA 31 33	12-07	MT Underinsured Motorists				

Form	Edition	Description	Veh #	Ded	Limit	Premium
		Cov.Non-Stacked				

MFM ML3 04-05

Amendatory Endorsement #3

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560139501

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ARTISAN CONTRACTOR COVERAGE FORM

SNOW PLOW PRODUCTS - COMPLETED OPERATIONS HAZARD COVERAGE

The following exception is added to Exclusion B/1.g Aircraft, Auto, or Watercraft in Section II - Liability:

This exclusion does not apply to "bodily injury" or "property damage" that:

(a) Is included in the "products-completed operations hazard", and
(b) Arises out of the use of any "auto" for snow or ice removal operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ULTIMATE LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the BUSINESSOWNERS COVERAGE FORM and provides the following coverages:

Coverage	Limits
Bail Bonds	**$5,000**
Loss of Earnings	**$1,000**
Automatic Liability Coverage – Newly Acquired or Constructed Property	**120 Days – Period of Coverage**
Damage to Property- Borrowed Equipment	**$5,000**
Blanket Additional Insured – Primary & Non Contributory – Ongoing and Completed Operations	**Included if required by Written Contract or Written Agreement**
Damage to Premises Rented to You	**$300,000**
Contractual Liability – Railroad	**Included in General Liability Limit**
Blanket Waiver of Subrogation	**Included if required by Written Agreement**

The provisions of the Businessowners Coverage Form apply except as otherwise provided in this endorsement.

The following changes are made to the Businessowners Coverage Form:

Bail Bonds, Loss of Earnings and Automatic Liability Coverage – Newly Acquired or Constructed Property

SECTION II – LIABILITY – A. Coverages – 1. Business Liability
f. Coverage Extension – Supplementary Payments – The following is changed:
(b) Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for 'bodily injury" applies. We do not have to furnish these bonds. And;
(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

The following **Coverage Extension** is added:
(3) For any newly acquired or constructed property that is intended for the similar use and operation as described in the Declarations we will extend Liability coverage. That coverage will end when any of the following first occurs:
(a) This policy expires; or
(b) 120 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property.
We will charge you additional premium for the liability from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.
Damage to Property – Borrowed Equipment

The following change is made to **B. Exclusions – 1. Applicable To Business Liability Coverage**
k. Damage To Property – the following is added to **(4)**
This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $5,000 per occurrence.

Blanket Additional Insured – Primary and Non Contributory – Ongoing and Completed Operations

The following is added to **C. Who Is An Insured**
3. The following are also an insured.
A. Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
1 Your acts or omissions;
2 The acts or omissions of those acting on your behalf, and resulting from;

(a) Your ongoing operations performed for the additional insured;
(b) Your work completed as included in the "products completed operations hazard" performed for the additional insured.
B. However, regarding provision **A.** above:
1. We will not extend insurance coverage to any additional insured or organization:
(a) That is not provided to you in this policy; or
(b) That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
C. The insurance provided to the additional insured person or organization does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of your rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
2. Supervisory inspection, architectural or engineering activities.
D. For the coverage here:
1. The insurance is primary with respects to our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
2. This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Damage to Premises Rented To You

The following change is made to **D. Liability And Medical Expenses Limits Of Insurance** – paragraph **3.** Is deleted and replaced with the following:
3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is $300,000. This limit replaces the limit shown in the Declarations for Damage to Premises Rented to You.

Contractual Liability – Railroad

The following change is made to **F. Liability And Medical Expenses Definitions** – **9.** "Insured contract" is changed to include contractual liability – railroads. The definition of "insured contract" is replaced with the following:
9. "Insured contract" means:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owners is not an "insured contract";
b. A sidetrack agreement;
c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. An elevator maintenance agreement;
f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:

- **(1)** That indemnified an architect, engineer or surveyor for injury or damage arising out of:
  - **a.** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- **(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

Blanket Waiver of Subrogation

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY) The following change is made to **K. Transfer Of Rights Of recovery Against Others To Us –** paragraph **2.** Is deleted and replaced with the following:
2. Applicable to Businessowners Liability Coverage:
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

We waive any Right of Recovery we may have against any additional insured as required in a written agreement because of payments we make for injury or damage arising out of your ongoing operations or your work done under contract with that person or organization.

MFM ML1 04-05

Amendatory Endorsement #1

MIDWEST FAMILY MUTUAL INSURANCE COMPANY
NAME INSURED: JOHNS HOME & YARD SERVICE LLC
POLICY NUMBER: CPMT0560146256
LINE OF BUSINESS: WORKER¿S COMPENSATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

BLANKET WAIVER OF SUBROGATION COVERAGE APPLIES

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS.

WE HAVE THE RIGHT TO RECOVER OUR PAYMENT FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.