YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Schessler Excavation & Septic Medic, Inc.**, herein referred to as "CONTRACTOR", whose address is **P.O. Box 548, Laurel, MT 59044.**

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 703 – Beartooth Pointe 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 **$ 355.00 per plowing event, $ 180.00 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 27, 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.

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 ~~10/2/26~~ November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Schessler Excavation & Septic Medic, Inc.
Laurel, MT 59044

Signature

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: Schessler Excavation & Septic Medic, Inc.

RSID Name and Number: Beartooth Pointe 703

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)

$ $355.00 **/EACH** **(N/A if Will-Call Service Selection)**

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

$ 180 **/HR** **Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** 1 **HRS**

MAILING ADDRESS: 226 Lois PL; PO Box 548 Laurel, MT 59044

CITY, STATE, ZIP CODE: Laurel, MT 59044

TELEPHONE NUMBER: 406-628-4221

EMAIL ADRESS: Schesslerexcavationseptic@gmail.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): 21116

AUTHORIZED REPRESENTATIVE (print): Julie Schessler

SIGNATURE: Julie Schessler

DATE: _____

I acknowledge receiving the following addenda (if applicable).

No. 1 JS No. 2 JS (Initial)

ADDITIONAL SERVICES OFFERED/CONDITIONS –

Sanding Material Treatment / Ice-Melt Treatment: **YES** Y **NO** _____

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

included in fees

Holiday Service Restrictions: **YES** _____ **NO** K

Note Restricted Service Days (if any)

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

Multi-Year / Season Contract Offer (1 season term extension): YES K **NO** _____

Note – 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.

Any Other Conditions / Notations of Service Offerings:

Extra Sanding / Ice melt for hills requested by Sub-division will be charged extra to add extra Sand or Ice Melt on hills for water deliveries. when Snow blows back over after treating Areas Early in Morning.

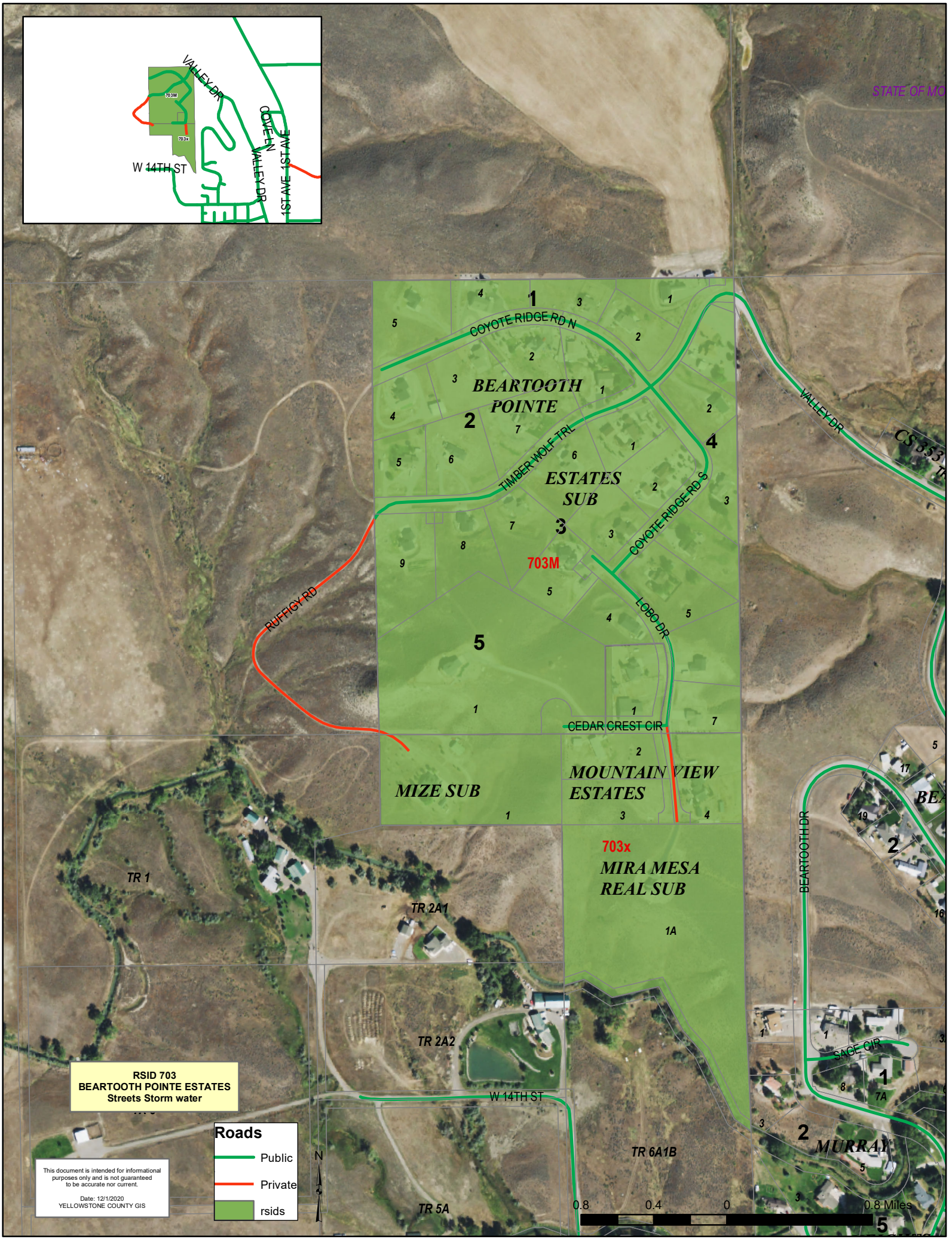
EXHIBIT A

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**


VALLEY DR
703M
703x
COVE LN
VALLEY DR
1ST AVE
1ST AVE
W 14TH ST
STATE OF MO
COYOTE RIDGE RD N
BEARTOOTH POINTE ESTATES SUB
TIMBER WOLF TRL
VALLEY DR
CS 353
COYOTE RIDGE RD S
703M
RUFFIGY RD
LOBO DR
CEDAR CREST CIR
MIZE SUB
MOUNTAIN VIEW ESTATES
703x
MIRA MESA REAL SUB
TR 1
TR 2A1
TR 2A2
TR 6A1B
TR 5A
BEARTOOTH DR
SAGE CIR
W 14TH ST
MURRAY
RSID 703
BEARTOOTH POINTE ESTATES
Streets Storm water
Roads
Public
Private
rsids
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
N
0.8
0.4
0
0.8 Miles

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2026

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	**CONTACT NAME:** SUSIE SCHREINER
MANDEVILLE INSURANCE AGENCY, INC. PO BOX 69 COLUMBUS, MT 59019-0069	**PHONE (A/C, No, Ext):** 406-322-5361 **FAX (A/C, No):** 406-322-5461 **E-MAIL ADDRESS:** susie@mandeville-insurance.com
INSURED SCHESSLER EXCAVATION SEPTIC MEDIC, INC. P O BOX 548 LAUREL MT 59044-0548	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** EMPLOYERS MUTUAL CASUALTY 21415 **INSURER B:** EMC PROP & CAS INS CO 25186 **INSURER C:** MONTANA STATE FUND 15819 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 20261103152129167 **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 [ ] LOC [ ] OTHER:	Y	Y	2D64863	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	2E64863	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	2J64863	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	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	N	032649428	01/01/2026	01/01/2027	[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)

Emailed to insured & certificate holder 11/3/26 by ss. Sent again 11/5/26 ss. Certificate holder is Additional Insured as per Y in Additional Insured column.

CERTIFICATE HOLDER

YELLOWSTONE COUNTY
2825 3RD AVE N
BILLINGS, MT 59101

Email: gmorgan@yellowstonecountymt.gov

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

Claudia J Schreiner

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

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E. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. **MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. **SUPPLEMENTARY PAYMENTS**

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.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 the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.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 $500 a day because of time off from work.

H. **SUBSIDIARIES AS INSUREDS**

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. **BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

   a. Currently in effect or becomes effective during the policy period; and

   b. Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

   a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

   b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   (1) In connection with your premises; or

   (2) In the performance of your ongoing operations.

   With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

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

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

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

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

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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