

AMENDMENT TO CONTRACT
Annual Requirements
Kitchen Exhaust Hood & Equipment Cleaning Services
Bid No. 13-307
Lancaster County
Renewal
Hood Masters, Inc.

C-17-0217

This Amendment is hereby entered into by and between Hood Masters, Inc., 4044 S. 60th St., Omaha, NE 68117 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated March 25, 2014, under County Contract No. C-14-0155, for Annual Requirements - Kitchen Exhaust Hood & Equipment Cleaning Services, Bid No. 13-307, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 25, 2014 through January 23, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract No. C-15-0032 on January 13, 2015, to renew the contract for an additional one (1) year term from January 24, 2015 through January 23, 2016; and

WHEREAS, the Contract was amended by County Contract No. C-16-0059 on January 26, 2016, to renew the contract for an additional one (1) year term from January 24, 2016 through January 23, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 24, 2017 through January 23, 2018; and

WHEREAS, the estimated expenditures for Lancaster County Corrections for the term of this renewal shall not exceed \$6,500.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-14-0155, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning January 24, 2017 through January 23, 2018.
- 2) The estimated expenditures for Lancaster County Corrections for the term of this renewal shall not exceed \$6,500.00 without approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:


Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Kitchen Exhaust Hood & Equipment Cleaning Services
Bid No. 13-307
Lancaster County
Renewal
Hood Masters, Inc.

Please sign, date and return within 10 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: BCrooks@lincoln.ne.gov

Company Name:	Hood Masters, Inc.
By: (Please Sign)	
By: (Please Print)	Brad Aman
Title:	President
Company Address:	19252 Shirley St. Omaha NE 68130
Company Phone & Fax:	402-333-3208 402-413-9155 FAX
E-Mail Address:	brad@hoodmastersomaha.com
Date:	12-19-16
Contact Person for: Service or Orders"	Brad Aman
Contact Phone Number:	402-333-3208 EXT 4

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Kitchen Exhaust Hood & Equipment Cleaning Services
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Lancaster County
Renewal
Hood Masters, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Bond #BD750868

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117

SURETY (Name and Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust Street, Dept 2006
Des Moines, IA 50391-2006

Owner:

Lancaster County, Nebraska
555 South 10th Street
Lincoln, NE 68508

CONTRACT

Date: 01/24/2014
Amount: \$5,000.00

Description:

For all labor, material and equipment necessary for Annual Requirements - Kitchen Exhaust Hood and Equipment Cleaning Services, Bid No. 13-307. (County Contract) 2017-2018

BOND

Date: 01/24/2017
Amount: \$5,000.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL


Company: _____ (Corp. Seal)

Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117

SURETY

Company: _____ (Corp. Seal)

Nationwide Mutual Insurance Company

Signature: 
Name and Title: Bradley Z. Aman, President

Signature: 
Name and Title: Andrew P Andersen, Attorney-in-fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Andrew P Andersen

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Million Five Hundred Thousand and 00/100 Dollars

\$1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and **Vice President** of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 24th day of January, 20 17.

Secretary

This Power of Attorney Expires March 24, 2017

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET COVERAGE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph (2) is replaced under 2. Exclusions, g. Aircraft, Auto Or Watercraft by the following:

- (2) A watercraft you do not own that is:
 - (a) 50 feet or less; and
 - (b) Not being used to carry persons or property for a charge;

Paragraph (4) is replaced under 2. Exclusions, j. Damage To Property by the following:

- (4) Personal property in the care, custody or control of the insured. However, coverage for personal property in the care, custody or control of the insured will be covered up to \$10,000 per "occurrence" subject to a \$1,000 per claim deductible. The aggregate limit for this coverage is \$20,000.

The following paragraph is added to 2. Exclusions, j. Damage To Property:

This exclusion does not apply to "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for water damage to the premises, however, is \$25,000. This amount shall not be in addition to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

The following is added to 2. Exclusions, n. Recall Of Products, Work Or Impaired Property:

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the following additional exclusions apply to "product recall expense":

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean-up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
- (9) "Bodily injury" or "property damage";
- (10) Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or
- (11) "Product recall expenses" you incur for "your products" which are excluded from any other insurance written by this company.

The most we will pay for "product recall expense" arising out of the same defect or deficiency is \$25,000 per occurrence.

The last paragraph under **2. Exclusions** is replaced by the following:

With respect to the premises while rented to you or temporarily occupied by you with permission of the owner, **Exclusions c., d., e., g., h., j., k., l., m., and n.** do not apply to "property damage". A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

The following is revised:

- 1.b.** Up to \$2,500 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.

SECTION II – WHO IS AN INSURED

Paragraph **3.** is replaced by the following:

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;
 - d.** "Product recall expense" does not apply to "product recall expenses" arising out of any withdrawal or recall that occurred before you acquired or formed any organization; and
 - e.** If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least 50 percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than 36 months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

The following paragraphs are added:

- 4.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

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.

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:

- a. "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:
 - (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 architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
 - (1) 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
 - (2) 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.

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

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; 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 show in the Declarations.

- 5. Any person(s) or organization(s) (referred to below as 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.

However:

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

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

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the 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 the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) 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;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the 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;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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 the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the 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:
 - (a) The exceptions contained in Sub-paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the 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.
- b. 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.

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

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; 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 show in the Declarations.

- 6. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured 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).

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.

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.

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

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; 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 show in the Declarations.

7. Any person(s) or organization(s) but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

However:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance;

- a. Required by the contract or agreement you have entered into with the additional insured; 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 show in the Declarations.

SECTION III – LIMITS OF INSURANCE

The following paragraphs are replaced by the following:

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and "product recall expense".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$300,000 is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.

Coverage is amended to include the following:

Designated Location General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to operations at a single designated "location":

- a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Location General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per "location".
- b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location".
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which cannot be attributed only to operations at a single designated "location":

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Location General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Location General Aggregate Limit.

For the purposes of Designated Location General Aggregate Limit, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

Designated Construction Project General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project:

- a. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Construction Project General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per designated construction project.

- b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
- (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** (**SECTION I**), and for all medical expenses caused by accidents under Coverage **C** (**SECTION I**), which cannot be attributed only to ongoing operations at a single designated construction project:

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expenses":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing, and analysis, and let us make copies of your books and records.
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter, relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.

- (6) Cooperate with us in the investigation or settlement of the claim.

Coverage is amended to include the following:

Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Transfer of Rights of Recovery Against Others to Us

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 your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver, however, applies only when required to waive such right of recovery by written contract with that person or organization.

Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," do not apply until after the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

SECTION V – DEFINITIONS

The following are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- a. Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- b. Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- c. Remuneration paid to your regular "employees" for necessary overtime;
- d. Hiring additional persons other than your regular "employees";
- e. Expenses incurred by "employees" including transportation and accommodations;
- f. Expense to rent additional warehouse or storage space;
- g. Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- h. Transportation expenses incurred to replace recalled products.

Named Insured: **HOODMASTERS INC**

Policy Period: From 05/05/2016 to 05/05/2017 at 12:01 a.m. Standard Time at the mailing address shown above.

FORMS SCHEDULE

THESE FORMS ARE ONLY APPLICABLE TO THE GENERAL LIABILITY COVERAGE PROVIDED UNDER THIS POLICY.

Form Name	Edition	Description
CG-500	07/13	LIABILITY PREMIER ENDORSEMENT
CG-501	02/13	LIAB PREMIER SUPP-CONTRACTORS
CG0001	04/13	COMM GENERAL LIAB COV FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG0435	12/07	EMPLOYEE BENEFITS LIAB COVERAG
THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE, PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.		
*CG2107	05/14	EXC-ACCESS/DISCLOSURE PERS INF
*CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2133	11/85	EXCL - DESIGNATED PRODUCTS
CG2147	12/07	EXCL-EMPLOYMENT RELATED PRACTS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	01/15	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/15	EXCLUS OF PUN DMGS REL TO CERT
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
L-361	03/95	ASBESTOS EXCLUSION

* indicates change in form
