

AMENDMENT TO CONTRACT
Annual Requirements - Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sunbelt Rentals

This Amendment is hereby entered into by and between Sunbelt Rentals, 2341 Deerfield Drive, Fort Mill, SC 29715 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated July 14, 2014 executed under City Resolution No. A-88374, and County Contract C-14-0378, dated July 29, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 5, 2014, for Equipment and Accessory Rental, Bid No. 14-137, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through August 4, 2017, with the option to of one (1) additional three (3) year term upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for one (1) additional three (3) year term beginning August 5, 2017 through August 4, 2020; and

WHEREAS, "Contracted Vendors" shall mean all Vendors who contract or who have contracted with the Owners pursuant to Bid No. 14-137 for Equipment and Accessory Rental; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 14-137 for Equipment and Accessory Rental; and

WHEREAS, the expenditures for the City of Lincoln shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$10,000.00 each year, for a total not to exceed \$30,000.00 for Contracts during the contract term without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution No. A-88374 and County Contract C-14-0378, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for one (1) additional three (3) year term beginning August 5, 2017 through August 4, 2020.
- 2) "Contracted Vendors" shall mean all Vendors who contract or who have contracted with the Owners pursuant to Bid No. 14-137 for Equipment and Accessory Rental.
- 3) "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 14-137 for Equipment and Accessory Rental.
- 4) The expenditures for the City of Lincoln shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the City of Lincoln.
- 5) The expenditures for Lancaster County shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the Lancaster County Board.
- 6) The expenditures for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$10,000.00 each year, for a total not to exceed \$30,000.00 for Contracts during the contract term without approval by the Public Building Commission.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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

City of Lincoln Signature Page

Lancaster County Signature Page


City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Requirements - Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sunbelt Rentals

Please sign, date and return within 5 days of receipt.

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

Company Name:	Sunbelt Rentals, Inc.
By: (Please Sign)	
By: (Please Print)	Becky Casella
Title:	Customer Contract Manager
Company Address:	2341 Deerfield Drive, Fort Mill, South Carolina 29715
Company Phone & Fax:	800-508-4762 / 803-578-5136 Local: Josh Johnson, Mgr. 402-466-1550
E-Mail Address:	contractteam@sunbeltrentals.com / pcm415@sunbeltrentals.com
Date:	July 11, 2017
Contact Person for Orders or Service	Branch #415 5450 Alvo Road, Lincoln, NE 68514 Joshua Johnson, Branch Manager,
Contact Phone Number:	Joshua Johnson, Mgr. Phone: 402-466-1550 / Fax: 402-466-1560

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements - Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sunbelt Rentals**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2017

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 359925-SB-16-17 988 A/GT N/A E NOC	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SUNBELT RENTALS, INC. 2341 DEERFIELD DRIVE FORT MILL, SC 29715	INSURER A : ACE American Insurance Company		22667
	INSURER B : Travelers Property Casualty Company Of America		25674
	INSURER C : Charter Oak Fire Insurance Company		25615
	INSURER D : Travelers Indemnity Co Of CT		25682
	INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: ATL-004299901-07 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OGLG24876561 \$1,000,000 - Self Insured Retention	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ SELF-INSURED PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			TC2J CAP 9531B41A-TIL-16 'Owned Vehicles' TC2J CAP 9531B42I-TIL-16 'Rented Vehicles'	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self Insured for Phy Dmg \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2OUB9531B341-1-16 (AOS) TRKUB-9531B40-8-16 (AZ, MA, WI)	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #14-137 Equipment & Accessory Rental
City of Lincoln, Lancaster County and Lincoln - Lancaster County Public Building Commission are listed as Additional insured with respect to General Liability and Auto Liability, but only to the extent attributable to the Named Insured's sole negligence, as agreed to by written contract or written agreement. Waiver of Subrogation is included on the policies but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

CERTIFICATE HOLDER City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg. Commission 555 So. 10th Street Lincoln, NE 68508	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 90
NONRENEWAL: Number of Days Notice of Nonrenewal: 90

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: TC2OUB-9531B34-1-16

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Table with 2 columns: Name and Address of Designated Persons or Organizations; Number of Days Notice. Row 1: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE. 30

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE
AGREED IN WRITING TO ADD AS AN ADDI-
TIONAL INSURED, BUT ONLY TO COVERAGE AND
MINIMUM LIMITS OF INSURANCE REQUIRED BY
THE WRITTEN AGREEMENT, AND IN NO EVENT
TO EXCEED EITHER THE SCOPE OF COVERAGE
OR THE LIMITS OF INSURANCE PROVIDED IN
THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Sunbelt Rentals, Inc.			Endorsement Number
Policy Symbol	Policy Number G24876561	Policy Period 09-30-16 to 09-30-17	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section II.2 – Who Is An Insured:

- e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:
 - 1) Is in effect during this policy period; and
 - 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
 - 3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

- 4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
- 5) Liability arising out of "your work" or "your product" for that additional insured; and
- 6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- 7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- 8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Agent

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 applies only to the person or organization shown in the Schedule above.

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: TC2OUB-9531B34-1-16

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER.