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LANCASTER COUNTY  
CLERK

**SPECIAL EVENTS PERMIT APPLICATION**  
Lancaster County, Nebraska

Application must be received by the County Clerk  
a minimum of three (3) weeks prior to the event.

**PLEASE READ THE GENERAL REQUIREMENTS PRIOR TO COMPLETING THE  
APPLICATION. THE HOLD HARMLESS AGREEMENT MUST BE SIGNED AND  
SUBMITTED AT TIME OF APPLICATION.**

**APPLICANT INFORMATION**

Applicant Name: Scott Wieskamp, Event Director  
Business/Organization Name (if applicable): VOICE News, Inc.  
Full Mailing Address: P.O. Box 37 Panama, NE 68419  
Phone #: (402) 430-7332 Alternate Phone #: (402) 788-2714  
E-mail Address: scottwieskamp@gmail.com

**EVENT INFORMATION**

Event Name: 2018 Animal Run  
Event Description: 5 mile run & 2 mile run/walk  
\*Date of Event: 2/3/2018 Alternate Date: 2/10/2018  
Start Time: 0:10 am End Time: 0:11 am

*\*In the event of cancellation, the County shall be notified by the applicant as soon as possible,  
however, not later than the day preceding the scheduled date.*

Will the event be in/on a road?  Yes  No

Will the event be in/on sidewalk space?  Yes  No

Is part of the proposed route within the city limits of Lincoln or any other  
incorporated city or village?  Yes  No

*If yes, please contact the City or Village Clerk of that jurisdiction  
to inquire about other necessary permits.*

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**Lancaster County, Nebraska**

**Planned Route (describe in detail and attach map):** Event is held in Hickman, NE.  
However, a portion of the course is outside of the City limits on Lancaster County  
Roads. A map is attached. This is the 35<sup>th</sup> Year of this event.

*(Attach additional sheets if necessary.)*

**Expected number of people attending:** 250

**Location(s) of event marshals/monitors:** Hickman Volunteer Fire Personnel -see map

**\*Do you need sheriff escort/traffic control?**  Yes  No

**\*Do you need traffic control equipment (i.e., signs, cones, barricades)?**  Yes  No

*\*Applicant shall be responsible for reimbursing the County for such expenses.*

**Additional Comments:** Hickman Volunteer Fire Department assists with safety. If  
Lancaster County Sheriff were required, we'd be happy to hire as required.

**The applicant agrees to pay all costs incurred by Lancaster County, Nebraska.**

**Signature:** Scott Wieskamp

Digitally signed by Scott Wieskamp  
Date: 2017.01.01 14:04:16 -06'00'

**Date:** 12-15-17

**Return this application at least three (3) weeks prior to the event to:**  
**Lancaster County Clerk**  
**555 S. 10<sup>th</sup> Street, Room 108**  
**Lincoln, NE 68508**

**If you have questions regarding Special Event Permits,**  
**please contact the Clerk's Office at:**  
**Phone: (402) 441-7484**  
**E-mail: [coclerk@lancaster.ne.gov](mailto:coclerk@lancaster.ne.gov)**  
**Web site: [lancaster.ne.gov](http://lancaster.ne.gov)**

**For Office Use Only:**

- Application
- Hold Harmless
- Map
- Certificate of Insurance

- Engineer
- LLCHD
- Planning
- Sheriff

- Building & Safety
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- WITHDRAWN \_\_\_\_\_

**SPECIAL EVENTS PERMIT APPLICATION**  
**Lancaster County, Nebraska**

**HOLD HARMLESS AGREEMENT**

Event Name: 2018 Animal Run

Date of Event: February 3, 2018

The applicant shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska (the "County"), and its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments (including court-ordered attorneys fees), arising out of or resulting from the special event listed above that results in bodily injury, sickness, disease, death, civil rights liability or damage to or destruction of tangible property including loss of use resulting therefrom, and that is caused in whole or in part by the acts or omissions of the applicant or anyone directly or indirectly employed by applicant or anyone for whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Applicant shall maintain a policy or policies of insurance (or a self-insurance program) sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims.

In claims against any person or entity indemnified under this agreement by an employee or the applicant or anyone directly or indirectly employed by the applicant or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the applicant under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Dated this 15<sup>th</sup> day of DECEMBER, 20 18.

Applicant Signature: Scott Wieskamp Digitally signed by Scott Wieskamp  
Date: 2017.01.01 14:06:01 -06'00'

Printed Name: Scott Wieskamp

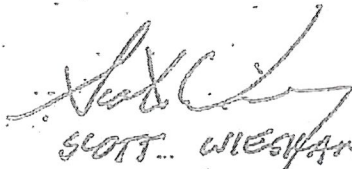
Title/Legal Capacity: Event Director

Witness to Signature: \_\_\_\_\_

***REMINDER: The applicant must also provide the County with proof of insurance;  
see General Requirements for coverage type and amounts.***

IN REFERENCE TO ITEM REGARDING INSURANCE

THE 2018 ANIMAL RUN HAS SUBMITTED FOR INSURANCE COVERAGE PER THE "SPECIAL EVENTS" GENERAL REQUIREMENTS THRU THE U.S.A.T.F. (USA TRACK! FIELD). HOWEVER, OFFICIAL CONFIRMATION WILL NOT BE RECEIVED UNTIL APPROXIMATELY 2 WEEKS PRIOR TO THE SPECIAL EVENT. ~~WE~~ WE WILL FORWARD THIS INFORMATION TO THE COUNTY CLERK'S OFFICE AS SOON AS WE HAVE OBTAINED THE NECESSARY DOCUMENTS.

  
SCOTT WIEGAND  
RACE DIRECTOR



NOTE

- BOTH MATHS ARE OUT AND BACK COURSES.
- VOLUNTEER AVAILABLE AT ALL MAJOR INTERSECTIONS.
- LOCAL FIRE DEPT. SUPPORT

5 MI. TURN-AROUND

KEY

- ◆ BEGINNING/END LOC.
- \* MAJOR INTERSECTIONS
- ✿ MAJOR INTERSECTIONS
- ROUTE



Stagecoach Road

20

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/05/2018

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

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

PRODUCER <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Sunshine Roberts</b>
	PHONE (A/C, No, Ext): <b>402.483.4500</b>
	FAX (A/C, No): <b>402.483.7977</b>
	E-MAIL ADDRESS: <b>sroberts@insproins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Nationwide Insurance
	INSURER B : SFM Mutual Insurance Co
	INSURER C : Chubb Group of Insurance Compan
	INSURER D :
	INSURER E :
	INSURER F :

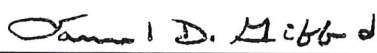
INSURED: **Nebraska Community Foundation**  
 P.O. Box 83107  
 Lincoln, NE 68501-3107

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MPA00000055280Z	05/07/2017	05/07/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA00000055279Z	05/07/2017	05/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		CMB00000055278Z	05/07/2017	05/07/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	85324201	05/07/2017	05/07/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Directors & Officers			68045168	05/10/2017	05/10/2018	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Hickman is named as Additional Insured with respect to the following Event:  
 35th Annual Animal Run - Date: 2/3/2018

CERTIFICATE HOLDER City of Hickman 115 Locust Street Hickman, NE 68372	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HUMAN SERVICES LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10



**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
  - b. The first paragraph immediately following Exclusion j.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2. Exclusions
  - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
  - d. SECTION V – DEFINITIONS, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire insurance" is changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph **b. Excess Insurance**, items b.(1)(a)(ii).
3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by **Section I. Limited Rental Lease Agreement Contractual Liability** of this endorsement. The term client as used in this section has the same meaning as provided by **Section I. Limited Rental Lease Agreement Contractual Liability** herein.

**B. Extended "Property Damage"**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

**a. Expected or Intended Injury**

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

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g. (2)** is deleted and replaced by the following:

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

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
2. **COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph **a(3)(b)** is amended to read:
 

provided that:

  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**E. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Exclusion e. Athletic Activities** is deleted and replaced with the following:

**e. Athletic Activities**

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

**F. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** provision, items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$7,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

**G. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

3. We will reimburse you for defense costs that you incur in the defense of an "employee" who is directly involved in a criminal proceeding that arises out of such "employee's" acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

**H. SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted and replaced with the following:
  - a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.
2. Each of the following is also an insured:
 

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy's termination or the exhaustion of its limits of insurance.
3. Each of the following is also an additional insured:
  - a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.
  - b. Funding Source – Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or
    - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

    - (a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
  - c. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.
  - d. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented 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; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization 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 or organization and only as specified by such written contract or agreement.
- 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.
- f. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the 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.
- g. Broad Form Vendors - Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, 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, subject to the following additional exclusions:

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 the vendor intentionally made to the product;
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 negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 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.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

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.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- i. As Required by Contract - Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires 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 caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.



The insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection i., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured 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 additional insured would have in the absence of the contract or agreement.
4. "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; and
  - (b) Supervisory, inspection, architectural or engineering activities.
5. "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 site 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.

#### Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection i. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- j. State or Political Subdivisions – Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

#### Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion **b. Contractual Liability of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. Exclusions:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

#### J. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

#### K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.





**L. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** 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 or a “suit”, applies only when the “occurrence” or offense which may result in a claim or a “suit” is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** 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:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

**M. Unintentional Failure to Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**N. Liberalization**

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

**O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is deleted in its entirety and replaced by the following:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**P. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is amended to read:
  - b. Malicious prosecution or abuse of process;
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:
 

“Personal and advertising injury” also means injury, including consequential “bodily injury”, arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

  - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
    - (a) Any insured; or
    - (b) Any executive officer, director, stockholder, partner or member of the insured; or
  - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
  - (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
  - (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

**Q. Key and Lock Replacement – Janitorial Services Client Coverage**

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used in this coverage only, are defined as follows:
  - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
  - b. "Employee" means:
    - (1) Any natural person:
      - (a) While in your services or for 30 days after termination of service;
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you; or
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for an "employee" as defined in Paragraph 1. above, who is on leave; or
      - (b) To meet seasonal or short-term workload conditions;  
while that person is subject to your direction and control and performing services for you.
    - (3) "Employee" does not mean:
      - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
      - (b) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
  - c. "Manager" means a person serving in a directorial capacity for a limited liability company.



## Kelly S. Lundgren

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**From:** Tom J. Cajka  
**Sent:** Thursday, December 21, 2017 8:49 AM  
**To:** Kelly S. Lundgren; Angela S. Keim; Barbi M. Loschen; David A. Derbin; David R. Cary; Greg R. Topil; Jeremy J. Schwarz; Josh D. Clark; Justin L. Daniel; Ken D. Schroeder; Robert K. Simmering; Steve S. Henrichsen; Terry A. Kathe  
**Subject:** RE: Animal Run Special Event

No objections

Tom Cajka, Planner II  
County Planner  
Lincoln-Lancaster County Planning  
402-441-5662

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**From:** Kelly S. Lundgren  
**Sent:** Thursday, December 21, 2017 7:44 AM  
**To:** Angela S. Keim <[AKeim@lincoln.ne.gov](mailto:AKeim@lincoln.ne.gov)>; Barbi M. Loschen <[bloschen@lancaster.ne.gov](mailto:bloschen@lancaster.ne.gov)>; David A. Derbin <[DDerbin@lancaster.ne.gov](mailto:DDerbin@lancaster.ne.gov)>; David R. Cary <[dcary@lincoln.ne.gov](mailto:dcary@lincoln.ne.gov)>; Greg R. Topil <[gtopil@lincoln.ne.gov](mailto:gtopil@lincoln.ne.gov)>; Jeremy J. Schwarz <[JSchwarz@lancaster.ne.gov](mailto:JSchwarz@lancaster.ne.gov)>; Josh D. Clark <[JClark@lancaster.ne.gov](mailto:JClark@lancaster.ne.gov)>; Justin L. Daniel <[jdaniel@lincoln.ne.gov](mailto:jdaniel@lincoln.ne.gov)>; Ken D. Schroeder <[kschroeder@lancaster.ne.gov](mailto:kschroeder@lancaster.ne.gov)>; Robert K. Simmering <[RSimmering@lincoln.ne.gov](mailto:RSimmering@lincoln.ne.gov)>; Steve S. Henrichsen <[shenrichsen@lincoln.ne.gov](mailto:shenrichsen@lincoln.ne.gov)>; Terry A. Kathe <[tkathe@lincoln.ne.gov](mailto:tkathe@lincoln.ne.gov)>; Tom J. Cajka <[tcajka@lincoln.ne.gov](mailto:tcajka@lincoln.ne.gov)>  
**Subject:** Animal Run Special Event

Please find attached a special events application for the 2018 Animal Run scheduled for February 3, 2018. This will be scheduled for the January 16th Board of Commissioners meeting. Please have your recommendations to me by January 4th.

Thank you!

Kelly Lundgren, Records Specialist  
Lancaster County Clerk  
555 S. 10<sup>th</sup> Street, Room 108  
Lincoln, NE 68508  
Direct: 402-441-7485  
Main: 402-441-7484


LANCASTER  
COUNTY

Pamela L. Dingman, P.E.  
County Engineer

ENGINEERING

Kenneth D. Schroeder, R.L.S.  
Deputy County Surveyor

DEPARTMENT

DATE: January 2, 2018  
TO: Kelly Lundgren  
County Clerk's Office  
FROM: Ken Schroeder   
County Surveyor  
SUBJECT: SPECIAL EVENTS PERMIT APPLICATION – 2018 ANIMAL RUN  
START/FINISH – DOWNTOWN HICKMAN  
FEBRUARY 3, 2018 - FROM 10:00 A.M. TO 11:00 A.M.

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Upon review, this office has no direct objections to this submittal, subject to review by the Lancaster County Sheriff's Department for safety precautions and the County Attorney's Office for insurance compliance.

Cc: Lancaster County Sheriff's Office  
Dave Derbin, Deputy County Attorney  
Ron Bohaty, County Engineering Department

KDS/bml

# Office of the Sheriff Lancaster County

Terry T. Wagner  
Sheriff

Todd Duncan  
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869  
Phone (402) 441-6500 Fax (402) 441-8320



January 2, 2018

Ms. Kelly Lundgren  
Lancaster County Clerk's Office  
County-City Building  
Lincoln, NE 68508

RE: Special Events Permit from Scott Wieskamp with VOICE News, Inc.

Dear Ms. Lundgren:

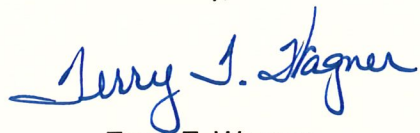
This letter is regarding a request for a Special Events Permit from Scott Wieskamp, with the VOICE News, Inc., to hold the 2018 Animal Run on roads maintained by the City of Hickman and Lancaster County. This is the 35<sup>th</sup> annual event and will take place on Saturday, February 3, 2018, between 10:00 and 11:00 am. If necessary, an alternate date of February 10, 2018, has been requested should weather become an issue. The race is expected to draw 250 people and will be monitored by members of Hickman Volunteer Fire. The race will start and finish in Hickman. Participants will be instructed to obey all traffic laws.

In examining the application for the 35<sup>th</sup> annual Animal Run, we recommend the following:

- 1) Prior to the event, the organizers must review the course to determine potential problems that could endanger runners and equipment. The organizer is responsible for noting these problems to the participants, and if severe enough, shall cancel the race.
- 2) Crowd control and spectator parking must be addressed. Adequate parking, restrooms, and spectator space must be provided to avoid parking and spectator spill over onto the road and assure safe conditions. Parking and other associated facilities shall be located off highway right of way, unless established vehicle parking areas, such as park and ride lots, are available.
- 3) Event organizers are responsible for clean-up of the race course after the event. This includes removal of water bottles, food bags, and other race litter along the course.

The Lancaster County Sheriff's Office finds no statutory reason to recommend denial of this application.

Sincerely,

A handwritten signature in blue ink that reads "Terry T. Wagner". The signature is written in a cursive style with a large initial "T" and a long, sweeping underline.

Terry T. Wagner  
Lancaster County Sheriff