

**AMENDMENT TO CONTRACT
Annual Service
Kitchen Exhaust Hood & Equipment Cleaning
Bid No. 17-312
City of Lincoln and Lancaster County
Renewal
Hood Masters, Inc.**

This Amendment is hereby entered into by and between Hood Masters, Inc., 4044 S. 60th Street, Omaha, NE 68117, (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated January 12, 2018 executed under City Directorial Order No. 18441, and County Contract C-18-0013, dated January 9, 2018 for Annual Service - Kitchen Exhaust Hood & Equipment Cleaning, Bid No. 17-312, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 24, 2018 through January 23, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning January 24, 2019 through January 23, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$17,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$6,850.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 18441 and County Contract C-18-0013 all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning January 24, 2019 through January 23, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$17,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$6,850.00 without approval by the Lancaster County Board.
- 4) 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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Kitchen Exhaust Hood & Equipment Cleaning
Bid No. 17-312
City of Lincoln and Lancaster County
Renewal
Hood Masters, Inc.

Please sign, date and return within 5 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 Street Omaha, NE 68130 |
| Company Phone & Fax: | 402-333-3208 (P) 402-413-9155 |
| E-Mail Address: | brad@hoodmastersomaha.com |
| Date: | 12-14-18 |
| Contact Person for Orders or Service | Brad Aman |
| Contact Phone Number: | 402-333-3208 Ext. 104 |

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Kitchen Exhaust Hood & Equipment Cleaning
Bid No. 17-312
City of Lincoln and Lancaster County
Renewal
Hood Masters, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Kitchen Exhaust Hood & Equipment Cleaning
Bid No. 17-312
City of Lincoln and 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 _____

Client#: 63548

HOODM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2018

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 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 any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|------------------------------------|
| PRODUCER INSPRO Insurance, Inc. 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700 | CONTACT NAME: Kimberly Wirth PHONE (A/C, No, Ext): 402-333-5700 | FAX (A/C, No): 402-333-0633 |
| | E-MAIL ADDRESS: kwirth@insproins.com | |
| INSURED HoodMasters, Inc. 19252 Shirley Street Omaha, NE 68130 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Columbia National Insurance Group | NAIC # 19640 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |

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 | ADDITIONAL INSURER | SUBROGATION | 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 <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | CMPNE000015358 | 05/05/2018 | 05/05/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | CAPNE000015358 | 05/05/2018 | 05/05/2019 | 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | X | X | CUPNE000015358 | 05/05/2018 | 05/05/2019 | EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | X | N/A | WCPNE000015358 | 05/05/2018 | 05/05/2019 | <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 |

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

Annual Service - Kitchen Exhaust Hood & Equipment Cleaning, Bid No. 17-312.
 City of Lincoln; Lancaster County are listed as additional insured on the General Liability & Automobile Liability as required by written contract.
 (See Attached Descriptions)

| | |
|--|---|
| CERTIFICATE HOLDER City of Lincoln Lancaster County 555 South 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 <i>Jeffrey A. Jorgensen</i> |
|--|---|

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DESCRIPTIONS (Continued from Page 1)

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additional insured on the General Liability as required by written contract.
Waiver of Subrogation on the Workers Compensation in favor of City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission as required by written contract.
Per Project Aggregate applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMIER SUPPLEMENT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following supplemental coverages apply only to contractor classifications covered by this policy:

SECTION II – WHO IS AN INSURED

The following is added and supersedes any provision to the contrary:

4. Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Construction Agreement

Who Is An Insured is amended to include as an additional insured:

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; and any other person or organization you are required to add as an additional insured under the contract or agreement described above.

Such person(s) or organization(s) 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 shown in the Declarations.

The following paragraph is added:

8. Additional Insured – Owners, Lessees Or Contractors – Completed Operations

Who Is An Insured is amended to include as an additional insured:

Any person or organization whom you have agreed in writing in a contract or agreement, prior to a loss, that such person or organization be added as an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products-completed operations hazard".

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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**:

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

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

With respect to the insurance afforded to additional insureds:

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



10820 Harney Street
 Omaha NE 68154
 (800) 877-4245

Hoodam K

**COMMON
 POLICY DECLARATIONS**

COLUMBIA MUTUAL INSURANCE COMPANY

POLICY NUMBER **CMPNE0000015358**
 Renewal of **CMPNE0000015358**

This policy includes claims-made coverage. Please read the entire policy carefully.

Named Insured and Mailing Address:
**HOODMASTERS INC
 19252 SHIRLEY ST
 OMAHA NE 68130-3778**

Agent and Mailing Address: 18023-00001
**INSPRO, Inc.
 12702 Westport Pkwy Ste 200
 La Vista NE 68138-4012
 402-333-5700**

Policy Period: From **05/05/2018** to **05/05/2019** at 12:01 a.m. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Business Description: BUILDING MAINTENANCE

Form of Business: CORPORATION

| Coverage Part | Premium |
|------------------------------|-----------------|
| Property | \$7,462 |
| General Liability | \$3,324 |
| Crime | NOT COVERED |
| Inland Marine | \$247 |
| Auto | NOT COVERED |
| Certified Terrorism Coverage | \$155 |
| Total Premium | \$11,188 |

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by _____
 Authorized Agent

POLICY NUMBER **CMPNE0000015358**

Renewal of **CMPNE0000015358**

Named Insured: **HOODMASTERS INC**

Policy Period: From 05/05/2018 to 05/05/2019 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 | 05/15 | 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 |
| 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 |
| *L-372 | 06/96 | NE CLAIMS-MADE AMENDATORY |

* Indicates change in form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. COVERED AUTOS

SECTION I – COVERED AUTOS, Paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

B. LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage, 1. Who Is An Insured is amended to include the following:

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limit of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the locations(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limit of Insurance.**

For any covered "auto" you own, this Coverage Form provides primary coverage.

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended to replace the following:

- (2) We will pay up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day, because of time off from work.

SECTION II – LIABILITY COVERAGE in Paragraph **B. Exclusions, 6. Care, Custody Or Control** is amended by adding the following:

This Care, Custody Or Control exclusion does not apply to property not owned by any "insured", subject to the following:

- a. The most we will pay under this exception for any one "accident" is \$1,000; and
- b. A deductible of \$500 per "accident" applies to this exception.

C. PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

Paragraph **2. Towing** under **A. Coverage** is replaced with:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- (a) For private passenger type vehicles or "light trucks", we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000

pounds or less.

- (b) For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

Paragraph 4. Coverage Extensions, a. Transportation Expenses under A. Coverage is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,500. All other terms and provisions of this section remain applicable.

The following is added to 4. Coverage Extensions:

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$35 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money or securities.

f. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage, with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusion applies:

We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

- (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

- (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (3) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

Paragraph 3. under B. Exclusions is amended by adding the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

Paragraph C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

Paragraph D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

D. CONDITIONS

SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions

Coverage is amended as follows:

The following is added to paragraph 2. Duties In The Event of Accident, Suit or Loss:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager 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 officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

The following language is added to **5. Transfer of Rights of Recovery Against Others to Us**:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions

Coverage is amended as follows:

The following is added to **2. Concealment Misrepresentation or Fraud**:

Your unintentional error in disclosing or failing to disclose any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

Paragraph **5.b.** of **5. Other Insurance** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any covered "auto" you lease, hire, rent or borrow; and
 - (b) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or

(c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

E. DEFINITIONS

SECTION V – DEFINITIONS, Paragraph C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these. The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person.

Harmon K



10820 Harney Street
Omaha NE 68154
(800) 877-4245

COMMON

POLICY DECLARATIONS

COLUMBIA MUTUAL INSURANCE COMPANY

POLICY NUMBER CAPNE0000015358
Renewal of CAPNE0000015358

Named Insured and Mailing Address:
HOODMASTERS INC
19252 SHIRLEY ST
OMAHA NE 68130-3778

Agent and Mailing Address: 18023-00001
INSPRO, Inc.
12702 Westport Pkwy Ste 200
La Vista NE 68138-4012
402-333-5700

Policy Period: From 05/05/2018 to 05/05/2019 at 12:01 a.m. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Business Description: JANITORIAL SERVICES

Form of Business: CORPORATION

| Coverage Part | Premium |
|-------------------|-------------|
| Property | NOT COVERED |
| General Liability | NOT COVERED |
| Crime | NOT COVERED |
| Inland Marine | NOT COVERED |
| Auto | \$17,369 |
| Total Premium | \$17,369 |

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by _____
Authorized Agent

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased to others without drivers.

Endorsements Attached To This Policy

| Form Name | Edition | Description |
|-----------|---------|--------------------------------|
| IPJ-305 | 07/14 | POLICY JACKET |
| CA-500 | 07/09 | BUS AUTO PREMIER ENDORSEMENT |
| CA0001 | 10/13 | BUSINESS AUTO COVERAGE FORM |
| CA0156 | 11/13 | NEBRASKA CHANGES |
| *CA0221 | 12/17 | NEBRASKA CHANGES -CANCELLATION |
| CA2170 | 10/13 | NE UM/UIM COVERAGE |
| CA2345 | 11/16 | PUBLIC/LVRY PSGR CONVEY/ON-DMD |
| CA2384 | 10/13 | EXCLUSION OF TERRORISM |
| CA9935 | 11/13 | NEBRASKA AUTO MED PAYMENTS COV |
| CA9944 | 10/13 | LOSS PAYABLE CLAUSE |
| IL-368 | 09/05 | ACTUAL CASH VALUE |
| IL0003 | 08/07 | CALCULATION OF PREMIUM |
| IL0017 | 11/98 | COMMON POLICY CONDITIONS |
| IL0021 | 05/02 | NUCLEAR ENERGY LIAB EXCL-BROAD |
| JDL190 | 06/06 | COMMON POLICY DECLARATIONS |

Driver Schedule

Driver(s):

FRANCISCO BARAJAS VARGAS
Birthdate ON FILE

WILLIAM PINALES BOWEN
Birthdate ON FILE

MARK WHITE
Birthdate ON FILE

KENNETH GLENDENNING
Birthdate ON FILE

DONALD GUTHARD
Birthdate ON FILE

ROBERT A DYER
Birthdate ON FILE

RICHARD EMBREE
Birthdate ON FILE

HULEN BROWN
Birthdate ON FILE

EDDIE R GRACE
Birthdate ON FILE

DOUGLAS BEEDLE
Birthdate ON FILE

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 **HoodMasters, Inc.**

Effective Policy No.
WCPNE0000015358

Endorsement No.
Premium \$

Insurance Company
Columbia National Insurance Gro

Countersigned by

