

**Amendment No. 4 to the Food Services Contract with
Lancaster County Correctional Facilities
Bid No. 14-285**

This Amendment No. 4 (hereinafter "Amendment") is hereby entered into on this ____ day of _____, 2019 by and between Catering By Marlin's, Inc. d/b/a CBM Managed Services, k/n/a Summit Food Service, LLC (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending County Contract C-15-0062 (hereinafter "Contract"), dated February 3, 2015, which is made a part hereof by this reference.

WITNESSETH:

WHEREAS, the Contract has been previously amended via Amendment No. 1 dated January 8, 2016, Amendment No. 2 dated February 16, 2017, and Amendment No. 3 dated November 8, 2017;

WHEREAS, County and Contractor hereby extend the term of the Contract for one (1) additional year to cover the period from February 1, 2019 through January 31, 2020 ("Renewal term");

WHEREAS, County and Contractor hereby amend the Contract to reflect a price increase according to the Consumer Price Index;

NOW THEREFORE, the County and Contractor hereby agree to amend the Contract as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

1. **Renewal Term:** County and Contractor agree to renew the term of the Agreement for one (1) additional year, effective February 1, 2019 through January 31, 2020.
2. **Cost per Meal:** County and Contractor agree to the following increase in the cost per meal structure to be effective from February 1, 2019 through January 31, 2020:

Inmate Class	Current Price	CPI%	New Price
Maximum Security	\$ 1.727	3.100%	\$ 1.781
CH	\$ 1.727	3.100%	\$ 1.781
YSC	\$ 2.266	3.100%	\$ 2.336
Snack	\$ 0.975	3.100%	\$ 1.005
Milk	\$ 0.559	3.100%	\$ 0.576

3. Effect of Amendment: Amendment No. 4 along with all previous amendments shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and all subsequent amendments shall remain in full force and effect unless otherwise modified by this Amendment.

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.

EXECUTED this 28th day of January, 2019, by Contractor.

Shane A Bentas
Witness

Marlin C. Sejnoha, Jr.
President of Operations

EXECUTED this _____ day of _____, 2019, by Lancaster County, Nebraska.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2019

Deputy County Attorney for
PAT CONDON, County Attorney

RENEWABLE ANNUAL PERFORMANCE BOND

BOND NO. 0218050

KNOW ALL MEN BY THESE PRESENTS: THAT ^{Catering by Marlin's, Inc. d/b/a CBM Managed Services} (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, 475 Steamboat Road, Greenwich, CT 06830 (hereinafter called the Surety), are held and firmly bound unto Lancaster County, Nebraska (hereinafter called the Obligee), in the full and just penal sum of Two Hundred Thousand Dollars and 00/100 (\$ 200,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee for ^{Food Service at Correctional Facilities in Lancaster County, NE; Bid No. 14-285}, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning January 31, 2019 and ending January 31, 2020 .
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond, notwithstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 23rd day of January , 2019 .

Catering by Marlin's, Inc. d/b/a CBM Managed Services

Principal

By:

Marlin C. Sejnd Jr.
Name and Title

BERKLEY INSURANCE COMPANY

Surety

By:

Stephen A. Vann
Stephen A. Vann, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Stephen A. Vann of Lockton Companies, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of March, 2018.

Attest:

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5th day of March, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of January, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

DATE (MM/DD/YYYY)

12/27/2018

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Gemini Insurance Company	10833
	INSURER B : Sentry Insurance a Mutual Company	24988
	INSURER C : Sentry Casualty Company	28460
	INSURER D : Landmark American Insurance Company	33138
	INSURER E : XL Insurance America, Inc.	24554
	INSURER F :	

INSURED
1364746 Summit Food Service, LLC
1751 West County Road B, Suite 300
Roseville MN 55113

COVERAGES CERTIFICATE NUMBER: 15798503 REVISION NUMBER: XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	90-18840-06	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	N	90-18840-04 (AOS) 90-18840-05 (MA)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Excess Limit \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other			GVE100207901(1X1)	9/1/2018	9/1/2019	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			US00086357LI18A	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED RETENTION \$ \$0 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> 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	90-18840-01 90-18840-02 (Retro)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Liquor Liability	N	N	90-18840-06	9/1/2018	9/1/2019	\$1,000,000/\$2,000,000
D	<input checked="" type="checkbox"/> Professional Liability	N	N	LHM771450	9/1/2018	9/1/2019	\$3,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County is included as additional insured with regards General Liability and Auto Liability as required by written contract, provided the written contract was executed prior to the date of loss, and is subject to policy terms, conditions, and exclusions. Waiver of subrogation applies in favor of the Certificate Holder with regards to Workers' Compensation, as required by written contract, provided the written contract was executed prior to the date of loss, and is subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 15798503 Lancaster County 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
---	---

© 1988-2018 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

CG 20 01 04 13

Copyright, Insurance Services Office, Inc., 2012

ELI 90-18840-06 01 181
09-13-18
PAGE 001



ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT
OR AGREEMENT WITH YOU

- A. Section II - 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. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured:
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section III - Limits Of Insurance or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial General Liability Coverage Part to which this endorsement is attached.

CG 80 18 12 04

ELI 90-18840-06 01 181
09-13-18
PAGE 001



ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION - CONTINUED

- A. Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "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.

- C. 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.

1. Required by the contract or agreement; or
2. 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.

CG 20 10 04 13

Copyright, Insurance Services Office, Inc., 2012

ELI 90-18840-06 01 181
09-13-18
PAGE 002 of 002



POLICY NUMBER 90-18840-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

DESIGNATION OF PREMISES (PART LEASED TO YOU):
NAME OF PERSON(S) OR ORGANIZATION(S) (ADDITIONAL INSURED):
ADDITIONAL PREMIUM: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

B. 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:

CG 20 11 04 13

Copyright, Insurance Services Office, Inc., 2012



COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES - CONTINUED

1. Required by the contract or agreement; or
2. 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.

CG 20 11 04 13

Copyright, Insurance Services Office, Inc., 2012

ELI 90-18840-06 01 181
09-13-18
PAGE 002 OF 002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) (VENDOR)	YOUR PRODUCTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:
 - a. "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;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

CG 20 15 04 13

Copyright, Insurance Services Office, Inc., 2012



ADDITIONAL INSURED - VENDORS - CONTINUED

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as 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;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) 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.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to SECTION III - LIMITS OF INSURANCE:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. 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.

CG 20 15 04 13

Copyright, Insurance Services Office, Inc., 2012



POLICY NUMBER 90-18840-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -
MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S)	DESIGNATION OF PREMISES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

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

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

C. 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:

1. Required by the contract or agreement; or
2. 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.

CG 20 18 04 13

Copyright, Insurance Services Office, Inc., 2012



POLICY NUMBER: 90-18840-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF
LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS(S): Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - 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.
- B. 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.
- C. 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:

- Required by the contract or agreement; or
- 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.

CG 20 28 04 13

Copyright, Insurance Services Office, Inc., 2012



ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT
OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

- A. Section II. Liability A. Coverage 1. 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.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit Of Insurance or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06



SENTRY INSURANCE A MUTUAL COMPANY
Carrier Code No. 15571

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-18840-01 00 181

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

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.